



Town of Arlington Board of Selectmen

Meeting Agenda

January 11, 2016

7:15 PM

Selectmen's Chambers, 2nd Floor, Town Hall

1. Poet Laureate Committee Update
Liza Halley, Chair of Poet Laureate Committee

CONSENT AGENDA

2. Minutes of Meetings: December 21, 2015
3. REAPPOINTMENTS
 - Board of Health
Kenneth Kohlberg
 - Board of Library Trustees
Adam Delmolino
Francis Murphy
 - Commission on Arts & Culture
Adria Arch
Barbara Costa
 - Commission on Disabilities
Maureen St. Hillaire
 - Historical Commission
Patrick Guthrie
 - Open Space Committee
Jane Auger
(all terms to expire 1/31/2019)
4. Reappointment: Arlington Historic Districts Commission
Jade Cummings
(term to expire 7/31/2017)

LICENSES & PERMITS

5. Request: The American Legion - Change of Manager
William F. McCarthy, Manager, 370 Massachusetts Avenue

CITIZENS OPEN FORUM - SIGN IN PRIOR TO BEGINNING OF OPEN FORUM

Except in unusual circumstances, any matter presented for consideration of the Board shall neither be acted upon, nor a decision made the night of the presentation in accordance with the policy under which the Open Forum was established. It should be noted that there is a three minute time limit to present a concern or request.

TRAFFIC RULES & ORDERS / OTHER BUSINESS

6. Cyrus Dallin Art Museum
 - a) Update: Renovation to Jefferson Cutter House;
 - b) For Approval: Family Performance @ Whittemore Park, Saturday, 7/23 (whole day);
 - c) For Approval: Fundraiser @ Whittemore Park, Sunday, 8/7 from 12:00 p.m. - 8:00 p.m. (rain date 8/14).

Heather Leavell, Director, Curator
7. Arlington Conservation Commission
 - a) Update: ACROSS Lexington Sign Installation at Great Meadows;
 - b) Request: Letter of Financial Cooperation to Town of Lexington for Reservoir Maintenance

David White, Arlington Conservation Commission
8. Community Choice Aggregation - Warrant Article Request
Adam W. Chapdelaine, Town Manager
Mothers Out Front
9. Discussion: Town Manager Evaluation Process
Adam W. Chapdelaine, Town Manager

WARRANT ARTICLE HEARINGS

Articles for Review:

- Article 6 Minuteman Regional Vocational Technical School: Bond Authorization for Minuteman School Construction
- Article 7 Minuteman Regional Vocational Technical School: Amendment to the District Agreement of the Minuteman Regional Vocational School District to Allow Wayland's Withdrawal from the District
- Article 8 Minuteman Regional Vocational Technical School: Substantive Amendments to the District Agreement, Including an "Initial Withdrawal Process"

CORRESPONDENCE RECEIVED

MMA Annual Town Report Award
Geoffrey C. Beckwith, MMA Exec Director

Housing Plan Public Meeting, Tuesday, February 2
Laura Wiener, Acting Director of Planning

Requesting Crosswalk @ Intersection of Warren Street and Beacon Street/Wyman Street
James McSwiggen, PhD, 15 Beacon Street

NEW BUSINESS

EXECUTIVE SESSION

Next Scheduled Meeting of BoS January 25, 2016.



Town of Arlington, Massachusetts

Poet Laureate Committe Update

Summary:

Liza Halley, Chair of Poet Laureate Committee



Town of Arlington, Massachusetts

Minutes of Meetings: December 21, 2015

ATTACHMENTS:

Type	File Name	Description
▣ Reference Material	12.21.15_draft_minutes.docx	Draft minutes 12.21.15

TOWN OF ARLINGTON
BOARD OF SELECTMEN

Meeting Minutes
Monday, December 21, 2015
6:00 PM

Present: Mr. Greeley, Chair, Mr. Dunn, Mr. Curro, Jr. and Mr. Byrne
Also Present: Mr. Chapdelaine, Mr. Heim and Mrs. Krepelka
Mrs. Mahon: Absent

1. Introduction of New Deputy Town Manager - Sandy Pooler
Adam W. Chapdelaine, Town Manager

Mr. Chapdelaine introduced Sandy Pooler as our new Deputy Town Manager. Mr. Pooler's first day of employment will be Monday, January 25, 2016. Mr. Pooler is presently the Finance Director for the Town of Amherst. The Board welcomed Mr. Pooler and they look forward to working with him.

2. Presentation: Scenic Byway
Clarissa Rowe & Ted Fields
Ms. Clarissa Rowe appeared before the Board asking for approval to implement new signage along the Battle Road Scenic Byway. The signage will have a red, white, and blue color scheme with Paul Revere serving as the primary logo. The Battle Road Scenic Byway runs through Arlington, Lexington, Lincoln and Concord. Mass. Dot is in charge of the project and all four towns will display their own version of the byway signage.
Mr. Dunn moved approval. SO VOTED (4-0)

CONSENT AGENDA

3. Minutes of Meetings: December 7, 2015
Mr. Byrne moved approval. SO VOTED (4-0)
4. Reappointments: Transportation Advisory Committee
Melissa Laube
Scott Smith
(terms to expire 12/31/2019)
Mr. Byrne moved approval. SO VOTED (4-0)

LICENSES & PERMITS

5. License Renewals
Contractor/Drainlayer
Wine & Malt Beverages Only Restaurant
All Alcohol Restaurant
All Alcohol Club

All Alcohol Package Store
Theatre License
Common Victualler
Food Vendor
Class I
Class II
Class II Non-Premise/Auctioneer
Lodging Houses/Inn-Keepers
Public Entertainment
Automatic Amusement
Second Hand Dealer

Mr. Dunn moved approval seconded by Mr. Byrne. SO VOTED (4-0)

6. Request: Common Victualler License
Ramlul Shanti Group, LLC d/b/a Villa House of Pizza
Yashud Paudel & Kristina Kumar Khatri

Mr. Byrne moved approval. SO VOTED (4-0)

7. Request: Tango Restaurant Late Night Event 12/31/15-1/1/16
Alissa Mermet, Tango Restaurant, 464 Massachusetts Avenue

Mr. Byrne moved approval subject to all conditions as set forth. SO VOTED (4-0)

TRAFFIC RULES & ORDERS / OTHER BUSINESS

8. Vote: Transfer of CDBG Funds
Adam W. Chapdelaine, Town Manager

Town Manager Chapdelaine asked the Board to allocate \$3,105 from the Community Block Grant's Planning category for the purchase of a software license for scanning and reporting software related to the Vision 2020 annual town survey.

Mr. Dunn moved approval. SO VOTED (4-0)

9. Vote: MWRA Debt Shift
Adam W. Chapdelaine, Town Manager

Mr. Chapdelaine stated he feels the MWRA Debt Shift should be included in the tax rate. It can move off the Water & Sewer Enterprise Fund (\$5.5 Million) onto the tax rate.

Mr. Dunn stated he would like to start thinking about changing how much of the debt should be shifted to the tax rate.

Mr. Dunn moved approval, seconded by Mr. Byrne. SO VOTED (4-0)

10. Vote: Municipal Partnership - Transportation for MA
Adam W. Chapdelaine, Town Manager
Town Manager Chapdelaine asked the Board's support in joining Transportation for Massachusetts also known as T4MA, as a municipal partner. T4MA is a statewide coalition committed to supporting public transportation. There is no cost to the town to become a municipal partner, but it shows solidarity in supporting public transportation.

Mr. Curro moved approval.

SO VOTED (4-0)

Mr. Curro stated that he feels this is timely especially in supporting the Green Line extension

11. Discussion: Selectmen's Draft Handbook

Kevin F. Greeley, Chair

Mr. Greeley asked that the Board send an e-mail to Mary Ann Sullivan on or before January 6th with any corrections or additions. He stated the goal is to approve said handbook at the Selectmen's Meeting on January 11th.

New Business:

Mr. Chapdelaine informed the Board that Eileen Messina, his Administrative Assistant, will be transferring to the Facilities Department as the Facilities Administrative Assistant at the end of January 2016.

Mr. Dunn stated that he just heard that a new original agreement was sent out to all the member towns of the Minuteman Regional Vocation School District. He also stated he is very much interested in knowing if they approved a bond.

Mr. Dunn attended a Long Range Planning Committee meeting and stated the School Dept. made a case for additional funds for the growing student population and it is more students than they anticipated. He stated it will change the long term plan dramatically.

Mr. Greeley thanked ACMI for all their work in covering all Selectmen's Meetings and all other meetings in the Town. He also thanked the Arlington Advocate for their coverage and wished all residents a very happy New Year.

Mr. Greeley moved to adjourn at 6:30 p.m.

SO VOTED (4-0)

Marie A. Krepelka
Board Administrator

Next Scheduled Meeting of BoS January 11, 2016.

12 /21/15

Agenda Item	Documents Used
1.	Introduction of new Deputy Town Manager
2.	Scenic Byway Signage
3.	Minutes of Meeting – December 7, 2015
4.	Reappointments Transportation Advisory Committee: Melissa Laube, Scott Smith, Term expires – 12-31-2019
5.	License Renewals

6.	Common Victualler License – Villa House of Pizza, Ramlul Shanti Group, LLC, 1367 Mass. Avenue
7.	Request – Tango Restaurant Late Night Event – 12-31-15
8.	Vote: Transfer of CDBG Funds
9.	Vote: MWRA Debt Shift
10.	Vote: Municipal Partnership – Transportation for MA
11.	Discussion: Selectmen’s Draft Handbook



Town of Arlington, Massachusetts

REAPPOINTMENTS

Summary:

Board of Health

Kenneth Kohlberg

Board of Library Trustees

Adam Delmolino

Francis Murphy

Commission on Arts & Culture

Adria Arch

Barbara Costa

Commission on Disabilities

Maureen St. Hillaire

Historical Commission

Patrick Guthrie

Open Space Committee

Jane Auger

(all terms to expire 1/31/2019)

ATTACHMENTS:

Type	File Name	Description
☐ Reference Material	Reappointments_Ref...pdf	Town Manager request and meeting notice for all reappointments



Town of Arlington
Office of the Town Manager

Adam W. Chapdelaine
Town Manager

730 Massachusetts Avenue
Arlington MA 02476-4908
Phone (781) 316-3010
Fax (781) 316-3019
E-mail: achapdelaine@town.arlington.ma.us

MEMORANDUM

DATE: December 18, 2015

TO: Board Members

SUBJECT: Reappointment to Board of Health

This memo is to request the Board's approval of my reappointment of Kenneth Kohlberg, 12 Kimball Road, having a term expiration date of 1/31/2019 with the Board of Health.


Town Manager

OFFICE OF THE BOARD OF SELECTMEN

KEVIN F. GREEBLEY, CHAIR
DIANE M. MAHON, VICE CHAIR
DANIEL J. DUNN
STEVEN M. BYRNE
JOSEPH A. CURRO, JR.



730 MASSACHUSETTS AVENUE
TELEPHONE
781-316-3020
781-316-3029 FAX

TOWN OF ARLINGTON
MASSACHUSETTS 02476-4908

December 30, 2015

Kenneth Kohlberg
12 Kimball Road
Arlington, MA 02474

Re: Reappointment: Board of Health

Dear Mr. Kohlberg:

Please be advised that the Board of Selectmen will be discussing your reappointment to the above-named at their meeting to be held on Monday, January 11th at 7:15 p.m. in the Selectmen's Chambers, Town Hall, 2nd Floor. Although it is not a requirement that you attend the meeting, you are invited to be in attendance.

Very truly yours,
BOARD OF SELECTMEN

A handwritten signature in cursive script that reads "Marie A. Krepelka".

Marie A. Krepelka
Board Administrator

MAK:fr



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Office of the Town Manager

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E-mail: achapdelaine@town.arlington.ma.us

MEMORANDUM

DATE: December 18, 2015

TO: Board Members

SUBJECT: Reappointment to Library Board of Trustees

This memo is to request the Board's approval of my reappointment of Adam Delmolino, 170 Newport Street, having a term expiration date of 1/31/2019 as a Library Board Trustee.


Town Manager

OFFICE OF THE BOARD OF SELECTMEN

KEVIN F. GREELEY, CHAIR
DIANE M. MAHON, VICE CHAIR
DANIEL J. DUNN
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TELEPHONE
781-316-3020
781-316-3029 FAX

TOWN OF ARLINGTON
MASSACHUSETTS 02476-4908

December 30, 2015

Adam Delmolino
170 Newport Street
Arlington, MA 02476

Re: Reappointment: Board of Library Trustees

Dear Mr. Delmolino:

Please be advised that the Board of Selectmen will be discussing your reappointment to the above-named at their meeting to be held on Monday, January 11th at 7:15 p.m. in the Selectmen's Chambers, Town Hall, 2nd Floor. Although it is not a requirement that you attend the meeting, you are invited to be in attendance.

Very truly yours,
BOARD OF SELECTMEN

A handwritten signature in cursive script that reads "Marie A. Krepelka".

Marie A. Krepelka
Board Administrator

MAK:fr



Town of Arlington
Office of the Town Manager

Adam W. Chapdelaine
Town Manager

730 Massachusetts Avenue
Arlington MA 02476-4908
Phone (781) 316-3010
Fax (781) 316-3019
E-mail: achapdelaine@town.arlington.ma.us

MEMORANDUM

DATE: December 18, 2015

TO: Board Members

SUBJECT: Reappointment to Library Board of Trustees

This memo is to request the Board's approval of my reappointment of Francis Murphy, 15 Radcliffe Road, having a term expiration date of 1/31/2019 as a Library Board Trustee.


Town Manager

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TOWN OF ARLINGTON
MASSACHUSETTS 02476-4908

December 30, 2015

Francis Murphy
15 Radcliffe Road
Arlington, MA 02474

Re: Reappointment: Board of Library Trustees

Dear Mr. Murphy:

Please be advised that the Board of Selectmen will be discussing your reappointment to the above-named at their meeting to be held on Monday, January 11th at 7:15 p.m. in the Selectmen's Chambers, Town Hall, 2nd Floor. Although it is not a requirement that you attend the meeting, you are invited to be in attendance.

Very truly yours,
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Board Administrator

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E-mail: achapdelaine@town.arlington.ma.us

MEMORANDUM

DATE: December 18, 2015

TO: Board Members

SUBJECT: Reappointment to Arlington Commission on Arts & Culture

This memo is to request the Board's approval of my reappointment of Adria Arch, 41 Mary Street, having a term expiration date of 1/31/2019 with Arlington Commission on Arts & Culture.


Town Manager

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TOWN OF ARLINGTON
MASSACHUSETTS 02476-4908

December 30, 2015

Adria Arch
41 Mary Street
Arlington, MA 02474

Re: Reappointment: Arlington Commission on Arts & Culture

Dear Ms. Arch:

Please be advised that the Board of Selectmen will be discussing your reappointment to the above-named at their meeting to be held on Monday, January 11th at 7:15 p.m. in the Selectmen's Chambers, Town Hall, 2nd Floor. Although it is not a requirement that you attend the meeting, you are invited to be in attendance.

Very truly yours,
BOARD OF SELECTMEN

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MEMORANDUM

DATE: December 18, 2015

TO: Board Members

SUBJECT: Reappointment to Arlington Commission on Arts & Culture

This memo is to request the Board's approval of my reappointment of Barbara Costa, 26 Woodland Street, having a term expiration date of 1/31/2019 with Arlington Commission on Arts & Culture.


Town Manager

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TOWN OF ARLINGTON
MASSACHUSETTS 02476-4908

December 30, 2015

Barbara Costa
26 Woodland Street
Arlington, MA 02476

Re: Reappointment: Arlington Commission on Arts & Culture

Dear Ms. Costa:

Please be advised that the Board of Selectmen will be discussing your reappointment to the above-named at their meeting to be held on Monday, January 11th at 7:15 p.m. in the Selectmen's Chambers, Town Hall, 2nd Floor. Although it is not a requirement that you attend the meeting, you are invited to be in attendance.

Very truly yours,
BOARD OF SELECTMEN

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Marie A. Krepelka
Board Administrator

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E-mail: achapdelaine@town.arlington.ma.us

MEMORANDUM

DATE: December 18, 2015

TO: Board Members

SUBJECT: Reappointment to Commission on Disabilities

This memo is to request the Board's approval of my reappointment of Maureen St. Hillaire, 232 Cedar Avenue, having a term expiration date of 1/31/2019 with the Commission on Disabilities.


Town Manager

OFFICE OF THE BOARD OF SELECTMEN

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TOWN OF ARLINGTON
MASSACHUSETTS 02476-4908

December 30, 2015

Maureen St. Hillaire
232 Cedar Avenue
Arlington, MA 02476

Re: Reappointment: Commission on Disabilities

Dear Ms. St. Hillaire:

Please be advised that the Board of Selectmen will be discussing your reappointment to the above-named at their meeting to be held on Monday, January 11th at 7:15 p.m. in the Selectmen's Chambers, Town Hall, 2nd Floor. Although it is not a requirement that you attend the meeting, you are invited to be in attendance.

Very truly yours,
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MEMORANDUM

DATE: December 18, 2015

TO: Board Members

SUBJECT: Reappointment to the Historical Committee

This memo is to advise the Board of Selectmen of my intent to reappoint Patrick Guthrie, 41 Wellington Street, to a three year term to the Historical Committee with a term expiration date of 1/31/2019.


Town Manager

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TOWN OF ARLINGTON
MASSACHUSETTS 02476-4908

December 30, 2015

Patrick Guthrie
41 Wellington Street
Arlington, MA 02476

Re: Reappointment: Historical Commission

Dear Mr. Guthrie:

Please be advised that the Board of Selectmen will be discussing your reappointment to the above-named at their meeting to be held on Monday, January 11th at 7:15 p.m. in the Selectmen's Chambers, Town Hall, 2nd Floor. Although it is not a requirement that you attend the meeting, you are invited to be in attendance.

Very truly yours,
BOARD OF SELECTMEN

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Marie A. Krepelka
Board Administrator

MAK:fr



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Office of the Town Manager

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E-mail: achapdelaine@town.arlington.ma.us

MEMORANDUM

DATE: December 18, 2015

TO: Board Members

SUBJECT: Reappointment to Open Space Committee

This memo is to request the Board's approval of my reappointment of Jane Auiger, 37 Ottawa Road, having a term expiration date of 1/31/2019 with the Open Space Committee.


Town Manager

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TOWN OF ARLINGTON
MASSACHUSETTS 02476-4908

December 30, 2015

Jane Auger
37 Ottawa Road
Arlington, MA 02476

Re: Reappointment: Open Space Committee

Dear Ms. Auger:

Please be advised that the Board of Selectmen will be discussing your reappointment to the above-named at their meeting to be held on Monday, January 11th at 7:15 p.m. in the Selectmen's Chambers, Town Hall, 2nd Floor. Although it is not a requirement that you attend the meeting, you are invited to be in attendance.

Very truly yours,
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Marie A. Krepelka
Board Administrator

MAK:fr



Town of Arlington, Massachusetts

Reappointment: Arlington Historic Districts Commission

Summary:

Jade Cummings
(term to expire 7/31/2017)

ATTACHMENTS:

	Type	File Name	Description
▢	Reference Material	AHDC_e-mail.docx	Request from AHDC

Good Morning Fran and Marie:

Could you be sure that Jade Cummings is reappointed to the Arlington Historic District Commission. Jade has been serving on the Commission since 2011. Thank you for taking care of this matter.

Sincerely,

Carol Greeley

--

Carol Greeley, AHDC Executive Secretary

(781) 316-3265

ahdc@town.arlington.ma.us

www.arlingtonhistoricdistrict.com



Town of Arlington, Massachusetts

Request: The American Legion - Change of Manager

Summary:

William F. McCarthy, Manager, 370 Massachusetts Avenue

ATTACHMENTS:

Type	File Name	Description
▢	Reference Material American_Legion_Change_Manager_1.16.pdf	ABCC Change of Manager application



The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street
Boston, MA 02114
www.mass.gov/abcc

PETITION FOR CHANGE OF LICENSE

03000001

ABCC License Number

Arlington

City/Town

The licensee Arlington Post #39 The American Legion respectfully petitions the Licensing Authorities to approve the following transactions:

- | | |
|--|---|
| <input checked="" type="checkbox"/> Change of Manager | <input type="checkbox"/> Alteration of Premises |
| <input type="checkbox"/> Pledge of License/Stock | <input type="checkbox"/> Cordial & Liqueurs |
| <input type="checkbox"/> Change of Corporate Name/DBA | <input type="checkbox"/> Change of Location |
| <input type="checkbox"/> Change of License Type (\$12 ONLY, e.g. "club" to "restaurant") | |

☒ Change of Manager

Last-Approved Manager: Joseph R. Mattaliano

Requested New Manager: William F. McCarthy

☐ Pledge of License /Stock

Loan Principal Amount: \$

Interest Rate:

Payment Term:

Lender:

☐ Change of Corporate Name/DBA

Last-Approved Corporate Name/DBA:

Requested New Corporate Name/DBA:

☐ Change of License Type

Last-Approved License Type:

Requested New License Type:

☐ Alteration of Premises: (must fill out attached financial information form)

Description of Alteration:

☐ Change of Location: (must fill out attached financial information form)

Last-Approved Location:

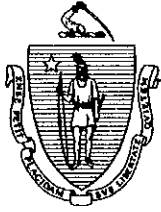
Requested New Location:

Signature of Licensee

Date Signed

12/16/2015

(If a Corporation/LLC, by its authorized representative)



The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street
Boston, MA 02114
www.mass.gov/abcc

MANAGER APPLICATION

All proposed managers are required to complete a Personal Information Form,
and attach a copy of the corporate vote authorizing this action and appointing a manager.

1. LICENSEE INFORMATION:

Legal Name of Licensee: Business Name (dba):
Address:
City/Town: State: Zip Code:
ABCC License Number: Phone Number of Premise:
(If existing licensee)

2. MANAGER INFORMATION:

A. Name: B. Cell Phone Number:
C. List the number of hours per week you will spend on the licensed premises:

3. CITIZENSHIP INFORMATION:

A. Are you a U.S. Citizen: Yes ☒ No ☐ B. Date of Naturalization: C. Court of Naturalization:

(Submit proof of citizenship and/or naturalization such as U.S. Passport, Voter's Certificate, Birth Certificate or Naturalization Papers)

4. BACKGROUND INFORMATION:

A. Do you now, or have you ever, held any direct or indirect, beneficial or financial interest
in a license to sell alcoholic beverages? Yes ☐ No ☐

If yes, please describe:

B. Have you ever been the Manager of Record of a license to sell alcoholic beverages that
has been suspended, revoked or cancelled? Yes ☐ No ☒

If yes, please describe:

C. Have you ever been the Manager of Record of a license that was issued by this Commission? Yes ☒ No ☐

If yes, please describe:

D. Please list your employment for the past ten years (Dates, Position, Employer, Address and Telephone):

2002 - present - Sales Specialist - Home Depot - 615 Arsenal St. Watertown, MA - 617 926 0299 2002 - 2014 - Veterans" Service Officer - Town

I hereby swear under the pains and penalties of perjury that the information I have provided in this application is true and accurate:

Signature

Date



The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street
Boston, MA 02114
www.mass.gov/abcc

PERSONAL INFORMATION FORM

Each individual listed in Section 10 of this application must complete this form.

1. LICENSEE INFORMATION:

A. Legal Name of Licensee	Arlington Post #39 The American L	B. Business Name (dba)	
C. Address	370 Massachusetts Avenue	D. ABCC License Number (If existing licensee)	03000001
E. City/Town	Arlington	State	MA
		Zip Code	02474
F. Phone Number of Premise	781 648 9872	G. EIN of License	

2. PERSONAL INFORMATION:

A. Individual Name	William F. McCarthy	B. Home Phone Number	781 641 0573
C. Address	11 Dickson Avenue		
D. City/Town	Arlington	State	MA
		Zip Code	02474
E. Social Security Number		F. Date of Birth	
G. Place of Employment	Arlington Post #39 The American Legion		

3. BACKGROUND INFORMATION:

Have you ever been convicted of a state, federal or military crime?

Yes ☐ No ☒



If yes, as part of the application process, the individual must attach an affidavit as to any and all convictions. The affidavit must include the city and state where the charges occurred as well as the disposition of the convictions.

4. FINANCIAL INTEREST:

Provide a detailed description of your direct or indirect, beneficial or financial interest in this license.

Member of post for 46 years and have held elected and/or appointed positions for the past 32 years. Currently the financial officer and adjutant amongst other appointed positions.

IMPORTANT ATTACHMENTS (8): For all cash contributions, attach last (3) months of bank statements for the source(s) of this cash.
*If additional space is needed, please use the last page

I hereby swear under the pains and penalties of perjury that the information I have provided in this application is true and accurate:

Signature

Date

12/16/2015

Title

Financial officer/adjutant

(If Corporation/LLC Representative)

FOR GOD AND COUNTRY



THE AMERICAN LEGION
ARLINGTON POST 39
370 MASSACHUSETTS AVENUE
ARLINGTON, MA. 02474
TEL. NO. 781 648 9872
WEBSITE – www.arlingtonpost39.com
EMAIL – info@arlingtonpost39.com

BOARD OF DIRECTORS

June 9, 2015

Meeting called to order 5:05PM

Chairman, two trustees, Commander, Sr. Vice Commander, Jr. Vice Commander, Finance Officer, and Adjutant were present

Motion to suspend the regular order of business for the purpose of appointing House Chairman for 2015-2016 made by trustee Hunter, seconded by Chairman Michaud and passed unanimously.

Motion was made by Chairman Michaud to re-appoint William F. McCarthy 11 Dickson Avenue Arlington as House Chairman, seconded by Sr. Vice Commander Valminuto, and passed unanimously.

Motion made by Sr. Vice Valminuto to authorize the House Chairman to sign the application for a Club License in The Town of Arlington on behalf of Arlington American Legion Post 39, seconded by Trustee Whelan and passed unaniluosly.

Motion to adjourn by Sr. Vice Valminuto.

Chairman Michaud adjourned meeting at 5:35PM

Attested to be a true and accurate statement:

William F. McCarthy
Adjutant



Town of Arlington, Massachusetts

Cyrus Dallin Art Museum

Summary:

- a) Update: Renovation to Jefferson Cutter House;
- b) For Approval: Family Performance @ Whittemore Park, Saturday, 7/23 (whole day);
- c) For Approval: Fundraiser @ Whittemore Park, Sunday, 8/7 from 12:00 p.m. - 8:00 p.m. (rain date 8/14).

Heather Leavell, Director, Curator

ATTACHMENTS:

Type	File Name	Description
□ Reference Material	Cyrus_Dallin_letter.pdf	Letter from H. Leavell, Director, Dallin Art Museum



December 7, 2015

Arlington Board of Selectmen
730 Massachusetts Ave.
Arlington, MA 02476

Dear Board of Selectmen:

I would like to present updates on the following matters related to the Cyrus Dallin Art Museum/Jefferson Cutter House at the meeting on January 11, 2016:

- Massachusetts Historical Commission Grant for the exterior preservation of the Jefferson Cutter House
 - Overview – scope of work and budget
 - Contractor selection process
 - Timeline of project – March to June, 2015
 - Contractor access to parking and area around property
- Reservation of Whittemore Park for Saturday, July 23, 2016 for free family performance by the River Creek String Band
 - We would like to reserve the whole day.
- Reservation of Whittemore Park for Sunday, August 7, 2016 from 12-8 (rain date August 14, 2016, 12-8 pm)
 - Fundraiser for the Museum's nonprofit and celebration of the completion of the exterior restoration of the Jefferson Cutter House

Please do not hesitate to contact me if at 781-641-0747 or hleavell@dallin.org, if you require further information.

Sincerely,



Heather Leavell
Director/Curator



Town of Arlington, Massachusetts

Arlington Conservation Commission

Summary:

- a) Update: ACROSS Lexington Sign Installation at Great Meadows;
 - b) Request: Letter of Financial Cooperation to Town of Lexington for Reservoir Maintenance
- David White, Arlington Conservation Commission

ATTACHMENTS:

Type	File Name	Description
▣ Reference Material	Conservation_Commission_request.pdf	Conservation Commission Request

Agenda
1/11/16



TOWN OF ARLINGTON

MASSACHUSETTS

CONSERVATION COMMISSION

January 5, 2016

Steven M. Byrne, Chair
Board of Selectmen
Town of Arlington
730 Massachusetts Avenue
Arlington, MA 02476

RE: ACROSS Lexington Installation of Signs at Great Meadows and the Reservoir

Dear Chair Byrne and Members of the Select Board:

We wish to provide an update and request your assistance on natural resources shared by the Towns of Arlington and Lexington.

In August of 2014, the Arlington Conservation Commission brought forward a request from ACROSS Lexington¹ to include the existing trails in Arlington's Great Meadows and at Arlington Reservoir in its pedestrian trail network. This proposal included installing "ACROSS Lexington in partnership with Arlington" trail markers on this Arlington-owned land in Lexington. In addition signs would be added when the trail enters Arlington-owned land saying "Entering [Arlington's Great Meadows or Arlington Reservoir] Owned by the Town of Arlington". The Selectmen approved ACROSS Lexington's request in the spirit of inter-Town cooperation.

This project is now complete and the approved signage in place. One major benefit has been the increased awareness by residents of both towns of open space connectivity in this area. The joint collaboration between the two towns has opened up a network of pedestrian and bicycle trails surrounding the Reservoir, Great Meadows and the ACROSS Lexington network. The project has clearly increased passive recreational activity along with a new-found

¹ ACROSS Lexington's website says "ACROSS Lexington (Accessing Conservation land, Recreation areas, Open space, Schools and Streets in Lexington) is a network of pedestrian and bicycle routes that links many parts of the Town of Lexington" and that it is a subcommittee of Lexington's Greenways Corridor Committee.
<http://www.lexingtonma.gov/selectmen/committee/acrosslexington.cfm>

appreciation of these natural areas for all visitors. New maps have been printed, and the new trails have been added both to the ACROSS website and the associated App (see <http://www.lexingtonma.gov/across-lexington>).


In the hopes of the same spirit of cooperation shown to our Lexington neighbors, we asked, and the Selectmen agreed, to ask the Town of Lexington for cooperation with respect to shared natural areas that residents of both Town's enjoy, namely, maintenance of the Arlington Reservoir. As of today, we are not aware that Lexington has embraced this request for cooperation. Thus we ask again that you make this request. Note also that any financial assistance provided by the Town of Lexington would offset some of the costs associated with Arlington's Water Bodies Fund.

The Town of Arlington Conservation Commission did ask the Town of Lexington, through its Conservation Commission, to contribute to the annual approximately \$20,000 cost to pay the private contractor to remove water chestnuts from the Reservoir. While the Lexington Conservation Commission has been supportive of this request by agreeing to request \$10,000 in their budget, others in Lexington government have not been, so Lexington has not made any cash financial contribution to help Arlington defray the cost of the hiring a contractor with the specialized equipment needed to remove the water chestnuts.

Most of the weed harvesting operations each year have occurred in the approximately 10-acre northern third of the Reservoir – which is mostly in Lexington and adjacent to Rindge Park and LexFarm (the former Busa Farm property). This is because this area contained the highest quantities of the non-native water chestnut plant. Two Lexington storm drains also enter this section of the Reservoir, adding excess nutrients to the water and fostering the invasive plant growth. Lexington residents utilize the trails around the Reservoir, and Lexington has a park adjacent to the Reservoir. With its recent acquisition of LexFarm land, we would think that Lexington would be even more vested in maintaining the health of our shared natural resource.

Thank you for your assistance and consideration of the Commission's request.

Very truly yours,



Nathaniel Stevens, Chair

Enclosure:
ACROSS Map



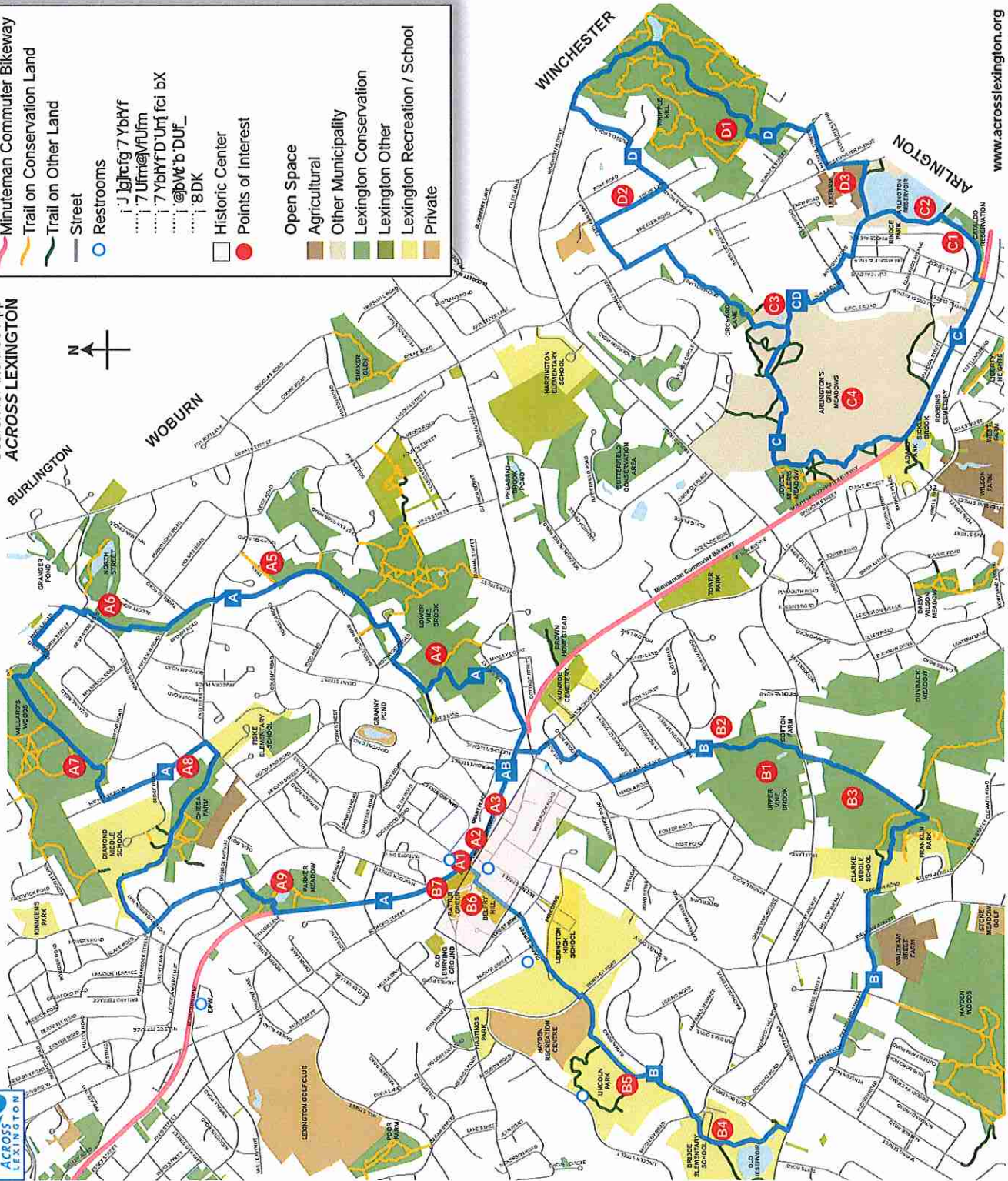
ACROSS Lexington Routes



Search for the free App
ACROSS LEXINGTON

LEGEND

- ACROSS Lexington
- Minuteman Commuter Bikeway
- Trail on Conservation Land
- Trail on Other Land
- Street
- Restrooms
- Historic Center
- Points of Interest
- Open Space
 - Agricultural
 - Other Municipality
 - Lexington Conservation
 - Lexington Other
 - Lexington Recreation / School
 - Private



www.acrosslexington.org
Please contact us with
your feedback.

Points of Interest

Route A (5.4 mi)

the 17th century. It is named for a later owner, Jonas Parker.

Route C (2.6 mi)



Town of Arlington, Massachusetts

Community Choice Aggregation - Warrant Article Request

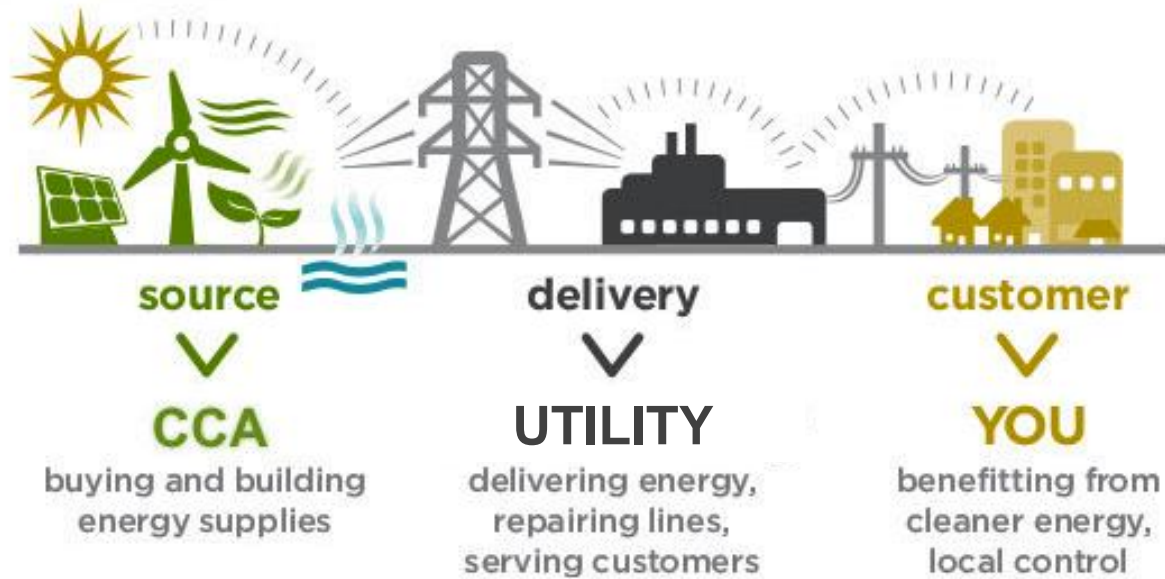
Summary:

Adam W. Chapdelaine, Town Manager

Mothers Out Front

ATTACHMENTS:

Type	File Name	Description
▢ Presentation	Community_Choice_for_Arlington_10-slide_PPT_final_1-5-16.pdf	Presentation
▢ Backup Material	Mothers_Out_Front_CCA_Presentation_1-11-16_Appendices.pdf	Appendices
▢ Backup Material	Community_Choice_Aggregation_Frequently_Asked_Questions.pdf	FAQ's
▢ Warrant	Warrant_Article_final_CCA.pdf	Draft Warrant Article



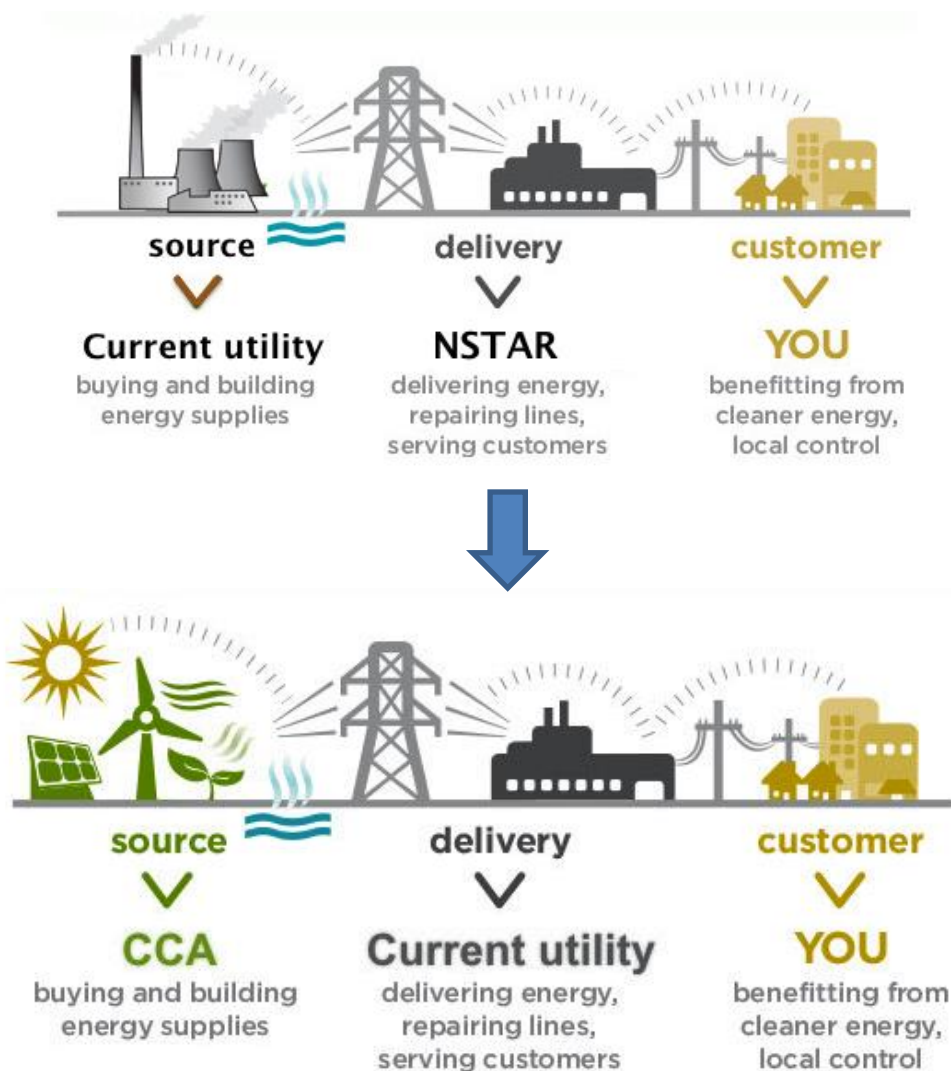
Community Choice Electricity Aggregation

*Let's Decrease
Arlington's Dependence on Fossil Fuels
Without Increasing Costs for Residents*

What is Community Choice Aggregation?

Community Choice Aggregation (CCA) allows local governments to seek proposals for cleaner and cheaper sources of power on behalf of their residents and businesses.

By consolidating residential and commercial retail electricity demand, CCA has the potential to help residents and businesses save money.



How does CCA work?

- Instead of Eversource Basic Service, town selects a new default electricity supplier for residents & businesses for a set period of time
- Specific price per kilowatt hour for residents and businesses
- All Eversource's Basic Service customers are switched to new supplier and automatically given this price on their electricity bills.

Billing Date
Mar 17, 2014

Next Read Date
Apr 14, 2014

Account Summary	
Previous Bill	110.03
Payments - Thank You	-124.36
Total Cost Electricity	61.12
Amount Due	\$46.79

Cost of Electricity				
Delivery Services				
	Customer Charge			6.43
785	Distribution	.06036 X	306 KWH	18.47
479	Transition #	-.00036 X	306 KWH	-0.11
306	Transmission	.02240 X	306 KWH	6.85
	Renewable Energy	.00050 X	306 KWH	0.15
	Energy Conservation	.00250 X	306 KWH	0.77
Delivery Services Total				32.56
Supplier Services				
	Generation Charge			
	Basic Svc Fixed	.09333 X	306 KWH	28.56
Total Cost of Electricity				61.12



Benefits: Price stability, local economy, & consumer choice

- No cost to town – but local control over prices
- More stable prices and probable savings compared to Eversource Basic Service over time
- Purchasing more local energy puts money back into New England economies.

Arlington residents and businesses have a choice!

- can opt out without penalty
- can choose to “opt up” to support more renewable energy
- will *not* be automatically opted in if they have already chosen their own competitive supplier

Benefits: More renewable energy

- Ratepayers support more renewable energy from “Class I” New England sources
- Melrose, Dedham and Salem have been able to include 5% more than currently required by state Renewable Portfolio Standard (RPS)... and keep prices competitive with Eversource Basic Service.
- Transition to a cleaner, more efficient energy supply
- Compliance with state mandate, Global Warming Solutions Act (GWSA)



Choosing a broker



This fall, Arlington sat on the selection committee for the Metropolitan Area Planning Council (MAPC) broker selection process

- The committee selected Good Energy

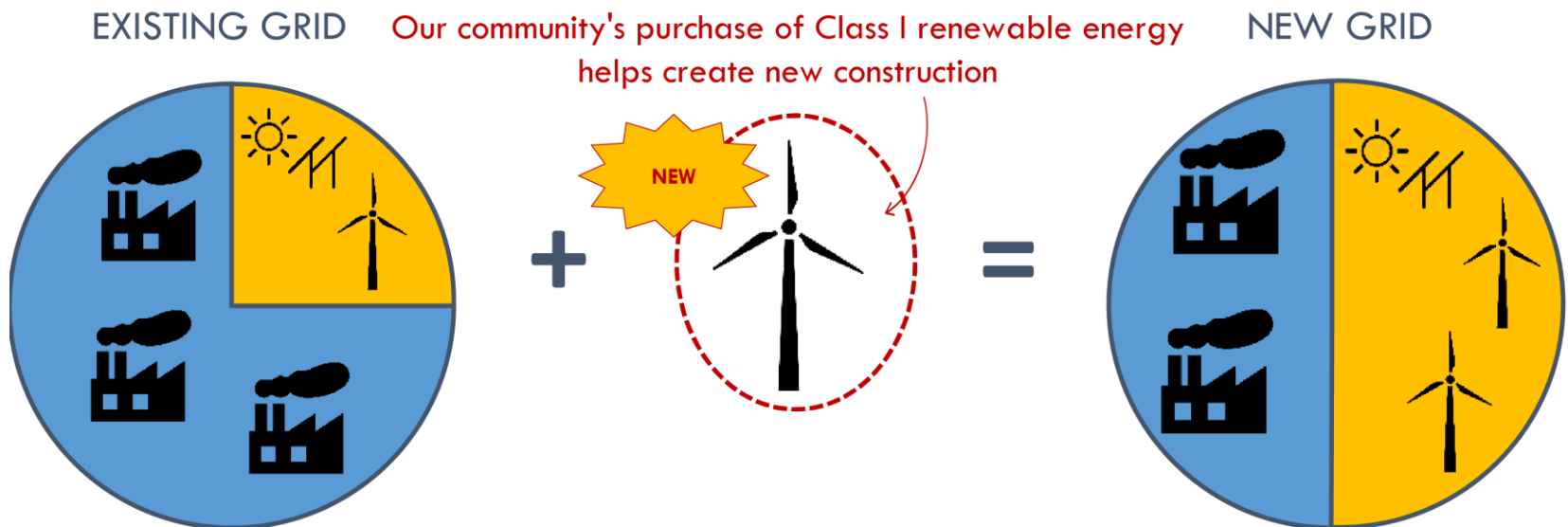
Any community can use Good Energy and bypass the broker procurement process

- Saves Arlington time
- Ensures the broker is a good fit for Arlington's needs
- Other participants in our procurement group:
Somerville, Sudbury & Newton

Energy purchases that matter

“Class I” renewable energy purchases:

- Put money back into New England economies.
- Bring more renewable energy onto our local power grid.



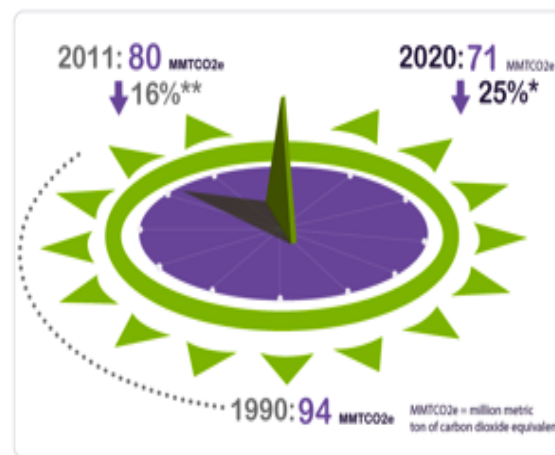
CCA Process



- Town Meeting approval to retain a consultant and begin process
- Retain Good Energy (recommended)
- Good Energy develops aggregation plan with Arlington
 - Plan is reviewed by Selectmen
- Plan is reviewed and approved by Attorney General, DOER, DPU
- Broker issues RFP for competitive supplier
- Town chooses competitive supplier
 - No obligation to proceed and no cost to anyone until supplier is selected and plan is set in motion. The only cost once supplier is chosen is to electricity consumers paying their bills. Consultant gets small cut of purchase costs.

Arlington's Contribution to State, National and International Goals

- State GWSA & National New Energy for America Plan Emission Reduction Goals
 - 25% reduction by 2020 (state)
 - 80% reduction by 2050
- Primary Methods
 - Efficiency / Demand Reduction
 - Greening the Grid
 - CCA can accelerate Arlington's progress



Success in meeting goals of International Summit in Paris requires local action like CCAs

Our Warrant Article: Final Draft

Submitted by: Town Manager Adam Chapdelaine on behalf of Town Energy Working Group

To see if the Town will authorize the Board of Selectmen to commence a Community Choice Aggregation Program (CCA) and contract for electric supply as authorized by M.G.L. 164, Section 134, and through CCA decrease greenhouse gas emissions from the generation of electricity for Arlington residents and businesses by pursuing an increased amount of Class I designated renewable energy than is required by the Massachusetts Renewable Portfolio Standard (RPS), or to take any other action relative thereto.

Surrounding Towns doing green CCAs

Exploring CCA

- Brookline
- Cambridge
- Lexington
- Southeastern communities “SRPEDD” (some may not do additional renewable energy)

Already beginning CCA

- Melrose
- Dedham
- Salem

Currently part of MAPC procurement group

- Somerville
- Sudbury
- Newton

Brookline Warrant Article 13

- Submitted by: Board of Selectmen

To see if the Town will authorize the Board of Selectmen to commence a Community Choice Electrical Aggregation Program and contract for electric supply for Brookline residents and businesses as authorized by M.G.L. 164, Section 134, or to take any other action relative thereto.

Brookline Warrant Article 14

RESOLUTION:

Boosting Renewable Sources of Electricity Should Be the Goal of Brookline's Community Choice Aggregation (CCA) Effort

Petition of Carol Oldham, 1496 Beacon Street, TMM-11

- WHEREAS, the earth is facing a climate crisis;
- WHEREAS, to avoid the worst impacts of this crisis, climate scientists tell us that fossil fuel burning must be dramatically curtailed, virtually immediately;
- WHEREAS, serious steps to reduce greenhouse gas emissions must occur at all levels - from the individual, to households, to communities, to states to countries;
- WHEREAS, ~25% of fossil fuel usage in the United States goes for the generation of electricity;
- WHEREAS, Massachusetts cities and towns have a mechanism called "Community Choice Aggregation" (CCA), which can be used to reduce the burning of fossil fuels for the generation of electricity;
- WHEREAS, forty Massachusetts' cities and towns have already implemented some form of CCA, and many more towns are in the process of passing CCA plans;
- WHEREAS, many Massachusetts' cities and towns have made reducing greenhouse gas emissions the goal for their Community Choice Aggregation;
- WHEREAS, Brookline has shown great awareness about the severity of the climate crisis and has shown an ongoing commitment to significantly reducing its greenhouse gas emissions;
- WHEREAS, Brookline is committed to continuing to be a leader in the curtailing of greenhouse gas emissions in the future;

BE IT RESOLVED THAT the Town of Brookline:

- 1. Wishes to focus its Community Choice Aggregation effort on the goal of increasing its reliance on renewable sources of electricity with a concomitant decrease in its reliance on burning fossil fuels for electricity.
- 2. Wishes to offer its residents the option to pay a small premium on individual electricity bills (averaging \$7 per month), in order to boost the town's use of renewable sources of electricity by approximately 25%.
- 3. Shall cause a copy of this resolution to be presented to Brookline's Board of Selectman to help guide its deliberations on what the goal of its Community Choice Aggregation efforts should be.

Appendix C: GLOSSARY OF TERMS

- **Global Warming Solutions Act:** state law passed in 2008 that requires overall greenhouse gas emissions in Massachusetts to be reduced to 25% below the 1990 level by 2020 and to 80% below the 1990 level by 2050.
- **MAPC:** Metropolitan Area Planning Commission is the regional planning agency for the greater Boston metropolitan area. MAPC is in charge of hiring a “broker” to buy electricity for municipal governments in the region that choose to participate in Community Choice Aggregation.
- **Mass. Renewable Portfolio Standard (RPS):** state law that requires electric utilities to use renewable energy for a portion of their electricity supply. In 2015 it’s 10%, and rises 1% each year.
- **RECs:** Renewable Energy Credits: renewable electricity that is eligible for the RPS is awarded RECs. Any company or person who generates renewable electricity earns RECs, which it can sell to the electric utilities or to others.
- **Class I RECs:** Class 1 renewables include only the “best” types of renewables, such as wind, solar, and certain types of biomass-generated power, and these must be from “new” sources - those built since 1997. Utilities can only use electricity from Class 1 renewables, which earn Class I RECs, to meet their obligation to buy 10% of their power from renewables in 2015.
- **Massachusetts Electricity Restructuring Act of 1997:** separated the distribution of electricity, which is done by the electric utilities including Eversource, from the generation of electricity. Utilities are no longer allowed to own generating plants, which are now owned by other companies that sell power to the utilities. The Restructuring Act included creation of the RPS requirement.

Appendix D:

Renewable Portfolio Standard Summary

- Using info from Executive Office of Energy & Environment Affairs <http://www.mass.gov/eea/energy-utilities-clean-tech/renewable-energy/rps-aps/rps-and-aps-program-summaries.html>
- The Massachusetts Renewable Energy Portfolio Standard (RPS) is a statutory obligation that suppliers (both regulated distribution utilities and competitive suppliers) obtain a percentage of electricity from qualifying Units for their retail customers. The RPS began with an obligation of one percent in 2003, and then increased by one-half percent annually until it reached 4% in 2009. In 2009, as a part of the Green Communities Act of 2008, the RPS was broken into RPS Class I and RPS Class II and the Class I annual obligation was set to increase by 1% annually. Each Class has different Supplier compliance percentages, as well as different qualifying generation units used to meet the compliance percentage.
- Suppliers meet their annual RPS obligations by acquiring a sufficient quantity of RPS-qualified renewable energy certificates (RECs) that are created and recorded at the New England Power Pool (NEPOOL) Generation Information System (GIS).
- The NEPOOL GIS tracks all electricity generated within the ISO New England (ISO-NE) control area and fed onto the New England grid, as well as electricity exchanged between ISO-NE and adjacent control areas. For each megawatt hour (MWh) of electricity, whether renewable or not, one serial-numbered, electronic certificate is created and added to the NEPOOL GIS account of the Unit that generated the MWh. Certificates that represent renewable generation are coded accordingly and known as RECs.
- Suppliers purchase those RECs from the generators, who then transfer the RECs from their own GIS accounts to the Suppliers' accounts. Retail Electric Suppliers are required to document compliance with RPS in annual filings submitted to DOER. Suppliers can meet their compliance obligations by purchasing **Renewable Energy Certificates (RECs)** from qualified generators and/or making **Annual Compliance Payments (ACPs)** to the Massachusetts Clean Energy Center. **The revenue generated from ACPs is used to fund new renewable generation projects throughout the Commonwealth.**

Renewable Portfolio Standard Summary

RPS Class I

What are RECs?

Electricity produced by new renewable energy generators qualified for the RPS program is broken into two products:

- 1) The electricity production that is used on-site or delivered to the grid
- 2) The positive environmental attributes associated with this clean energy production.

RECs represent the second product. One REC is created each time a qualified system generates 1 megawatt hour (MWh) of electricity. In order for Suppliers to meet their compliance obligations as set by the RPS, they must purchase a number of RECs equal to the percentage for that particular compliance year. For example, in 2016 all Suppliers are required to purchase an amount of RECs equal to 11% of the total load they serve in Massachusetts in order to comply with the RPS Class I requirement. This requirement increases by 1% each year.

RECs are created on the New England Power Pool Generation Information System (NEPOOL GIS). However, before a REC can be created on NEPOOL GIS, a generator must first apply to DOER and receive a Statement of Qualification to sell RECs.

Class I RECs

Currently, the 2014 RPS Class I requirement is met through electricity production from qualified New Renewable Generation Units. New Renewable Generation Units are facilities that began commercial operation after 1997 and generate electricity using any of the following technologies:

- Solar photovoltaic
- Solar thermal electric
- Wind energy
- Small hydropower
- Landfill methane and anaerobic digester gas
- Marine or hydrokinetic energy
- Geothermal energy
- Eligible biomass fuel

Mass. Restructuring Act on CCA

Synopsis from DOER

- M.G.L Chapter 164, Section 134 - Municipal Aggregation

Any municipality or group of municipalities may aggregate the electrical load of interested electricity consumers within its boundaries to solicit bids, broker, and contract for electric power and energy services for such customers. (This does not apply to customers served by an existing municipal lighting plant.) The municipality, county, or group of municipalities or counties may enter into agreements for the sale and purchase of electric energy and other related services. The process is initiated with a majority vote of town or city council and the approval of the mayor in a city.

Chapter 164, section 134 details

The municipality develops a plan which:

- 1) Details the process and consequences of aggregation
- 2) Provides for: a) Universal access b) Reliability c) Equitable treatment of all classes of customers
- 3) Meets any requirements established by law or the DTE concerning aggregated service
- 4) Achieves a price for energy that either will a) Not exceed the price of Standard Offer Service, or b) Exceeds the price for Standard Offer Service due to the purchase of renewable energy
- 5) Automatically enrolls all customers then currently on standard offer service, but allows them to opt-out without penalty within 180 days
- 6) Participation by any retail customer shall be voluntary
- 7) The aggregation plan incorporates a) An organizational structure of the program, its operations, and its funding b) Rate setting and other costs to participants c) The methods for entering and terminating agreements with other entities d) The rights and responsibilities of program participants and termination of the program
- 8) The aggregated entity must fully inform all ratepayer classes in advance of a) Their impending automatic enrollment b) All charges and fees c) Their right to opt-out without penalty within the first 180 days d) The Standard Offer rate and how to access it
- 9) Procedurally, the plan is: a) Developed in consultation with the Division of Energy Resources b) Reviewed by the municipalities' citizens c) Filed with the Department of Telecommunications and Energy d) Subject to public hearing held by DTE e) Approved by DTE Energy Plan, Section 134 (b)

A municipality or group of municipalities establishing a load aggregation program pursuant to subsection (a) may adopt an energy plan that defines the manner in which it will implement demand side management programs and/or renewable energy programs. Upon adoption, the municipality shall submit the energy plan to the DTE for certification that it is consistent with state energy conservation goals developed pursuant to chapter 25A or chapter 164.

- 1) If the plan is certified, the aggregating entity may:
 - a) Apply to the Massachusetts Technology Park Corporation for monies from the Massachusetts Renewable Energy Trust Fund, pursuant to chapter 40J, and
 - b) Receive money from the demand side management system benefit charges or line charges in an amount not to exceed that contributed by retail customers within said municipality.
 - c) The municipality or group of municipalities adopts an energy plan in the same manner as an aggregation plan.
- 2) Within two years of approval of its plan, the aggregation shall provide written notice to the DTE that it has implemented the plan. Otherwise, the DTE may revoke certification of its energy plan.

Appendix A

Surrounding Towns doing green CCAs

Exploring CCA:

- Brookline
- Cambridge
- Lexington
- Southeastern communities “SRPEDD” (some may not do additional renewable energy)

Beginning CCA contract:

- Melrose
- Dedham
- Salem

Currently part of MAPC procurement group

- Somerville
- Sudbury
- Newton

Appendix B

Brookline CCA warrant articles and vote

Article 13

Submitted by: Board of Selectmen

To see if the Town will authorize the Board of Selectmen to commence a Community Choice Electrical Aggregation Program and contract for electric supply for Brookline residents and businesses as authorized by M.G.L. 164, Section 134, or to take any other action relative thereto.

Article 14

RESOLUTION:

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Petition of Carol Oldham, 1496 Beacon Street, TMM-11

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3. Shall cause a copy of this resolution to be presented to Brookline's Board of Selectman to help guide its deliberations on what the goal of its Community Choice Aggregation efforts should be.

Brookline Vote results:

2015 SPECIAL TOWN MEETING - FINAL RESULTS NOTES ARTICLE NUMBER
SUBJECT BOARD OF SELECTMEN FINAL VOTE ADVISORY COMMITTEE FINAL VOTE
TOWN MEETING VOTE

13 Community Choice Aggregation

Board of Selectmen Final Vote: Favorable Action (5-0)

Advisory Committee Final Vote: Favorable Action (20-0-0)

Town Meeting Final Vote: Favorable Action

14 Resolution on Renewable energy within Community Aggregation Plan

Board of Selectmen Final Vote: Favorable Action (5-0)

Advisory Committee Final Vote: Favorable Action (23-0-0)

Town Meeting Final Vote: Favorable Action

Appendix C

Glossary of Terms

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Appendix D

Renewable Portfolio Standard Program Summary

Using info from Executive Office of Energy & Environment Affairs

<http://www.mass.gov/eea/energy-utilities-clean-tech/renewable-energy/rps-aps/rps-and-aps-program-summaries.html>

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RECs are created on the New England Power Pool Generation Information System (NEPOOL GIS). However, before a REC can be created on NEPOOL GIS, a generator must first apply to DOER and receive a Statement of Qualification to sell RECs.

Class I RECs

Currently, the 2014 RPS Class I requirement is met through electricity production from qualified New Renewable Generation Units. New Renewable Generation Units are facilities that began commercial operation after 1997 and generate electricity using any of the following technologies:

- Solar photovoltaic
- Solar thermal electric
- Wind energy
- Small hydropower
- Landfill methane and anaerobic digester gas
- Marine or hydrokinetic energy
- Geothermal energy
- Eligible biomass fuel

Appendix E

Synopsis of CCA law

MA Restructuring Act – Ch. 164, Section 134

(a) Any municipality or group of municipalities may aggregate the electrical load of interested electricity consumers within its boundaries to solicit bids, broker, and contract for electric power and energy services for such customers. (This does not apply to customers served by an existing municipal lighting plant.) The municipality, county, or group of municipalities or counties may enter into agreements for the sale and purchase of electric energy and other related services. The process is initiated with a majority vote of town or city council and the approval of the mayor in a city. The municipality develops a plan which:

- 1) Details the process and consequences of aggregation
- 2) Provides for: a) Universal access b) Reliability c) Equitable treatment of all classes of customers
- 3) Meets any requirements established by law or the DTE concerning aggregated service
- 4) Achieves a price for energy that either will a) Not exceed the price of Standard Offer Service, or b) Exceeds the price for Standard Offer Service due to the purchase of renewable energy
- 5) Automatically enrolls all customers then currently on standard offer service, but allows them to opt-out without penalty within 180 days
- 6) Participation by any retail customer shall be voluntary
- 7) The aggregation plan incorporates a) An organizational structure of the program, its operations, and its funding b) Rate setting and other costs to participants c) The methods for entering and terminating agreements with other entities d) The rights and responsibilities of program participants and termination of the program
- 8) The aggregated entity must fully inform all ratepayer classes in advance of a) Their impending automatic enrollment b) All charges and fees c) Their right to opt-out without penalty within the first 180 days d) The Standard Offer rate and

how to access it

9) Procedurally, the plan is: a) Developed in consultation with the Division of Energy Resources b) Reviewed by the municipalities' citizens c) Filed with the Department of Telecommunications and Energy d) Subject to public hearing held by DTE e) Approved by DTE Energy Plan, Section 134 (b)

A municipality or group of municipalities establishing a load aggregation program pursuant to subsection (a) may adopt an energy plan that defines the manner in which it will implement demand side management programs and/or renewable energy programs. Upon adoption, the municipality shall submit the energy plan to the DTE for certification that it is consistent with state energy conservation goals developed pursuant to chapter 25A or chapter 164.

1) If the plan is certified, the aggregating entity may:

- a) Apply to the Massachusetts Technology Park Corporation for monies from the Massachusetts Renewable Energy Trust Fund, pursuant to chapter 40J, and
- b) Receive money from the demand side management system benefit charges or line charges in an amount not to exceed that contributed by retail customers within said municipality.
- c) The municipality or group of municipalities adopts an energy plan in the same manner as an aggregation plan.

2) Within two years of approval of its plan, the aggregation shall provide written notice to the DTE that it has implemented the plan. Otherwise, the DTE may revoke certification of its energy plan.

Source: DOER. (See Appendix C for full text of Chapter 164, § 134 (a), (b)) A

Community Choice Aggregation Frequently Asked Questions

What is green Community Choice Aggregation (CCA)?

In 1997, the Commonwealth of Massachusetts enacted a public policy for Community Choice Aggregation (CCA) enabling cities and towns to aggregate the buying power of individual electricity customers. Among other benefits, such as price stability and the potential for lower electricity prices, CCA allows municipalities to pursue greener electricity for their citizens, i.e., electricity supply with a higher portion of renewable energy than what is required by the State's RPS). Through a "green CCA", Arlington can make a meaningful reduction in its greenhouse gas (GHG) emissions efficiently, affordably, and with the added benefit of public education that can bring better understanding about electricity bills, choices, and renewable energy.

Why should Arlington participate in green CCA?

A good fit for Arlington: Because more and more communities are showing interest in the idea of CCA, the Metropolitan Area Planning Council (MAPC) undertook a process to procure a CCA broker through an RFP process. Any community can opt to select this broker and forego the arduous task of procurement themselves. An Arlington representative sat on the selection committee of the MAPC process to assure that the broker chosen for green CCA would be good fit for Arlington's needs. A broker called Good Energy was chosen.

Protecting our children's future: In a study of 11,994 climate study abstracts published between 1991 and 2011, **of those papers that took a position on manmade global warming (about 1/3 of them)**, 97% concluded that climate change is real and caused by humans. The Earth is facing a climate crisis and, to avoid the worst impacts of this crisis, the burning of fossil fuel must be dramatically curtailed. Massachusetts has a mandate of reducing GHG emissions 80% by 2050 through its Global Warming Solutions Act (GWSA) of 2008, and in order to meet this mandate, cities and towns must act.

Arlington's commitments: Arlington has shown an ongoing commitment to reducing its GHG emissions through projects spearheaded by its Energy Working Group—including LED streetlights, fuel-efficient vehicles for Town use, and solar panels on schools. Since 2010, the Town has been a designated Green Community under the State's Green Communities Act, and has recently achieved its goal of reducing municipal energy use by 20% over five years. The Town has also supported efforts of residents to install solar power on their homes via its participation in 2012 in the Solarize Massachusetts campaign. As the town looks to go further and continue to lead by example, a green CCA is a logical next step.

What are the benefits to Arlington? Will Arlington residents save money?

Price stability and local control over energy costs:

Arlington residents face growing uncertainty regarding Basic Service electricity supply rates, which

fluctuate every 6 months.¹ In recent years, the fluctuations have been drastic, due in no small part to New England's high reliance on natural gas. Arlington can take control of its energy rates through CCA. Working with a broker pre-selected by the Metropolitan Area Planning Council or MAPC (an Arlington representative sat on the selection committee), Arlington can choose a competitive rate for its ratepayers for a longer period of time, offering greater price stability. This means more predictable bills for Arlington residents.

In addition, because the Town would pursue competitive solicitations for electricity supply under a CCA, there are likely to be savings for residents over time vs. Eversource's Basic Service rates.

Reducing emissions and compliance with state mandate:

Shifting the sources of our electricity generation to include a greater share of renewable energy is a single, simple step that allows for an immediate and substantial decrease in GHG emissions, bringing Arlington closer in line with the Global Warming Solutions Act mandate.

Protecting consumers with a trusted competitive source for electricity:

The Massachusetts Restructuring Act of 1997 unbundled the electricity market and struck down the monopoly held by investor-owned utilities (IOUs, such as Eversource) to generate, transmit and sell electricity to all consumers. Although Eversource still manages transmission and distribution ("poles and wires") for Arlington, it no longer generates electricity and customers can choose a competitive electricity supplier (the electricity is still delivered by Eversource) or can stay with Eversource's Basic Service for electricity. Unfortunately, some competitive suppliers have employed deceptive and confusing marketing practices, including door to door marketing where they do not clearly distinguish themselves from Eversource and do not disclose hidden fees or contract terms.

But with CCA, a municipality such as Arlington must submit a detailed plan for review by the Department of Energy Resources, Attorney General, and Department of Public Utilities before it is allowed to contract with a competitive supplier. As part of the rollout of CCA, each resident will be provided clear education on the price, timeframe, and comparability to Eversource Basic Service rates. Each customer will have the opportunity to opt out of the CCA at no cost (and remain on Eversource Basic Service).

Spending money on local renewable energy sources benefit Arlington's economy:

In general, dollars spent on imported fossil fuels flow out of Massachusetts, and are no longer available to invest in our local economy. Investing in New England-based renewable energy projects, as we could do through CCA, keeps energy jobs and revenue in our state and our communities. From *Renewable Energy Standards Deliver Economic Benefits* by the Union of Concerned Scientists (May 2013):

"Renewable energy development outperforms fossil fuels in two important ways when it comes to driving job growth: 1) Renewable energy development is relatively labor intensive, so it creates more jobs per dollar invested than fossil fuel resources and 2) Installing renewable energy facilities uses primarily local workers, so investment dollars are kept in local communities."²

¹ Most Arlington residents are on Eversource Basic Service rates, which change every six months.

² Source: http://www.ucsusa.org/clean_energy/smart-energy-solutions/increase-renewables/renewable-energy-electricity-standards-economic-benefits.html#.VomanPGfFYc

Can Arlington residents opt out of CCA?

Yes. By law, the CCA program must include clear and easily executable steps allowing consumers to opt out with no penalty or other cost. In addition, the CCA plan must automatically exclude residents who have already chosen their own competitive supplier. Those residents will be instead offered the option to opt in to Arlington's CCA program.

This allows Arlington consumers to choose to participate in something that makes a meaningful impact, and the Town to take minimal risk in pursuing the option for consumers.

Would electricity bills still come from Eversource?

Yes, residents' electricity bills would continue to come from Eversource, but the chosen CCA supplier would appear in the Supplier section of the bill.

How much would it cost? Will Arlington ratepayers save money?

There would be no expenditure of money by the Town, or increase in taxes for residents.

Assisted by a broker chosen through a competitive process administered by the Metropolitan Area Planning Council, the Town would go out to bid for a rate for residents through the chosen CCA supplier, with the goal of being competitive with Eversource's Basic Service rates over time and hopefully producing savings for Arlington ratepayers. The rate would not change for the length of the CCA contract, which can be determined by the Town as part of the selection process. In the Town of Dedham, which has undergone CCA, residential rates are locked in at \$.0969 cents/kWh until December, 2017. Compare that to Eversource's previous rate of \$.1050 and current rate of \$.10804. Although there is no way to predict how Dedham's rates will compare to Eversource's rates when they change in July 2016, it is likely that savings will continue.

Rate	Cost	Applicable Timeframe
Eversource Basic Service – current	.10804 per kWh	January 1 - June 30, 2016
Eversource Basic Service – Previous	.1050 per kWh	July 1 – December 31, 2015
Town of Dedham residential rate acquired through CCA	.969 per kWh	January 1, 2016 – December 31, 2017

Would additional renewable energy content make CCA more expensive than Eversource's Basic Service?

It is very unlikely. In Dedham, the rate of .09616 cents/kwh includes an additional 5% Class I renewable energy content. The additional 5% accounts for about \$14 per year of the total cost for each resident. But the rate, including the additional 5% renewable energy, is still competitive, and will likely produce

savings over time when compared with Eversource rates (see table above this question). This is because the CCA process uses competitive solicitations to lower electricity procurement costs. Savings from this process are expected to be more than able to pay for the additional renewable energy content without raising overall rates compared to Basic Service.

We also envision that the chosen CCA supplier would offer one or more optional rates with even higher amounts of renewable energy for those residents wanting to procure higher levels of renewable energy.

Has anyone else done this?

79 Massachusetts' cities and towns have already implemented CCA plans, and more are in the process of passing CCA plans with the goal of reducing GHG emissions by increasing renewable energy content by at least 5% over what is required by the RPS, including Lexington, Somerville, and Cambridge. Three towns begin CCAs in January, 2016 - the City of Melrose, City of Salem and Town of Dedham.

In Summary

Overall, CCA is an effective way for communities to receive competitive electricity rates for residents, protect consumers from questionable practices by competitive electricity suppliers, and, with an increase in Class I renewable energy content over Eversource's current Basic Service, make a large impact on new renewable energy development in the state and region.

WARRANT ARTICLE

Submitted by: Town Manager Adam Chapdelaine on behalf of Town Energy Working Group

To see if the Town will authorize the Board of Selectmen to commence a Community Choice Aggregation Program (CCA) and contract for electric supply as authorized by M.G.L. 164, Section 134, and through CCA decrease greenhouse gas emissions from the generation of electricity for Arlington residents and businesses by pursuing an increased amount of Class I designated renewable energy than is required by the Massachusetts Renewable Portfolio Standard (RPS), or to take any other action relative thereto.

Endorsed by:

Sustainable Arlington

Arlington Mothers Out Front



Town of Arlington, Massachusetts

Discussion: Town Manager Evaluation Process

Summary:

Adam W. Chapdelaine, Town Manager

ATTACHMENTS:

Type	File Name	Description
▢ Correspondence	TM_Performance_Eval_2016.pdf	Memorandum to Board



**Town of Arlington
Office of the Town Manager**

Adam W. Chapdelaine
Town Manager

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Fax (781) 316-3019
E-mail: achapdelaine@town.arlington.ma.us
Website: www.arlingtonma.gov

To: Members of the Board of Selectmen

From: Adam Chapdelaine, Town Manager

RE: Town Manager Performance Evaluation

Date: January 7, 2016

I am writing to the Board today to prompt the beginning of the Town Manager evaluation process for what will now be the fourth year. For the past three years, we have used an evaluation instrument agreed to by the Board to go along with a Narrative Self Evaluation and an update on Town Manager goals provided by me. I have provided a copy of the evaluation instrument along with this memorandum for your review. I would like to suggest a timeline for the Board to accept at Monday's meeting, and also hear feedback from Board members regarding the process that has been in place. The proposed timeline is as follows:

February 8, 2016 –Town Manager provides Board with Narrative Self Evaluation, updated goals document, and a copy of the evaluation instrument.

February 8, 2016 – March 7, 2016 – Board members complete evaluation

instrument.

March 7, 2016 – Completed evaluation instruments are transmitted to the Chair of the Board.

March 7, 2016 – March 16, 2016 – Chair of the Board works with HR Director to compile scores from evaluation instrument and create one comprehensive evaluation document.

March 21, 2016 – Evaluations are discussed by the Board in public session at the regularly scheduled Board meeting.

I look forward to the beginning of the evaluation process and working with the Board to continually enhance my performance as Town Manager.



Town of Arlington, Massachusetts

Articles for Review:

Summary:

- Article 6 Minuteman Regional Vocational Technical School: Bond Authorization for Minuteman School Construction
- Article 7 Minuteman Regional Vocational Technical School: Amendment to the District Agreement of the Minuteman Regional Vocational School District to Allow Wayland's Withdrawal from the District
- Article 8 Minuteman Regional Vocational Technical School: Substantive Amendments to the District Agreement, Including an "Initial Withdrawal Process"

ATTACHMENTS:

Type	File Name	Description
▢ Reference Material	1.7.16_Memo_to_BOS_re_STM_Warrant_Articles_from_Town_Counsel_(1).pdf	Town Counsel Memo re STM Articles
▢ Reference Material	Ref_WA_#8.pdf	Warrant Article #8 reference




**Town of Arlington
Legal Department**

Douglas W. Heim
Town Counsel

50 Pleasant Street
Arlington, MA 02476
Phone: 781.316.3150
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E-mail: dheim@town.arlington.ma.us
Website: www.arlingtonma.gov

To: Board of Selectmen

Cc: Adam Chapdelaine, Town Manager
John Leone, Town Moderator

From: Douglas W. Heim, Town Counsel 

Date: January 7, 2016.

Re: **Special Town Meeting Warrant Articles ##2-8**

I write to provide the Board a summary of the above-referenced warrant articles to assist in the Board's consideration of these articles at its upcoming hearing on January 11, 2016. In the interests of clarity, articles are presented in the order in which they appear on the Special Town Meeting Warrant, and articles examined by the Finance Committee have been included without substantive analysis by this Office. Further, for the Board's convenience, attached to the end of this memo are copies of reference materials.

ARTICLE 2 CAPITAL BUDGET/STRATTON SCHOOL MODULAR CLASSROOMS

To see if the Town will vote to appropriate a sum of money for temporary classroom space for the Stratton School to be utilized during building renovations, determine how the money shall be raised and expended, including the possibility of borrowing all or some of same; or take any action related thereto.

(Inserted at the request of the Town Manager and the Capital Planning Committee)

It is my understanding that the Finance Committee will present its recommendation both to the Board of Selectmen and Town Meeting on this Capital Budget article.

ARTICLE 3 CAPITAL BUDGET/STRATTON SCHOOL RENOVATION

To see if the Town will vote to appropriate a sum of money for renovations to the Stratton School, determine how the money shall be raised and expended, including the possibility of borrowing all or some of same; or take any action related thereto.

(Inserted at the request of the Town Manager and the Capital Planning Committee)

It is my understanding that the Finance Committee will present its recommendation both to the Board of Selectmen and Town Meeting on this Capital Budget article.

ARTICLE 4 CAPITAL BUDGET/SCHOOL CAPACITY EXPANSION

To see if the Town will vote to appropriate a sum of money for capacity expansion, temporary or permanent, at any of the Town's school buildings, determine how the money shall be raised and expended, including the possibility of borrowing all or some of same; or take any action related thereto.

(Inserted at the request of the Town Manager and the Capital Planning Committee)

It is my understanding that the Finance Committee will present its recommendation both to the Board of Selectmen and Town Meeting on this Capital Budget article.

ARTICLE 5

COLLECTIVE BARGAINING

To see if the Town will vote to fund any fiscal items in the event that any are contained in collective bargaining agreements between the Town and the following named collective bargaining units, determine how the money shall be raised and expended; or take any action related thereto:

A. Local 680, American Federation of State, County and Municipal Employees

(Inserted at the request of the Town Manager)

It is my understanding that the Finance Committee will present its recommendation both to the Board of Selectmen and Town Meeting on this Collective Bargaining article.

ARTICLE 6

MINUTEMAN REGIONAL VOCATIONAL TECHNICAL SCHOOL: BOND AUTHORIZATION FOR MINUTEMAN SCHOOL CONSTRUCTION

To see if the Town will vote to approve debt authorized by vote of the Minuteman Regional Vocational Technical School District for the purpose of paying Arlington's apportioned capital costs for the construction of a new Regional Vocational Technical School building in Lincoln Massachusetts, the design for which having been approved by the Regional School Committee, said sum to be expended at the direction of the Minuteman School Building Committee; or take any action related thereto.

(Inserted at the request of the Town Manager)

This article was inserted in the Special Town Meeting Warrant at the request of the Town Manager in anticipation of a potential required vote to authorize bonding requested by the Minuteman Regional Vocational Technical School (hereinafter "Minuteman") under M.G.L. c. 71 §16(d). It is my understanding that despite much discussion on how to address financing a capital project for a new Minuteman school building with member communities, the Minuteman School Committee has not voted to put such a request before us. Accordingly, a bond authorization is not ripe for Town Meeting consideration and there is no action that Town can or should take on this article at this time on this article.

ARTICLE 7

**MINUTEMAN REGIONAL VOCATIONAL TECHNICAL
SCHOOL: AMENDMENT TO THE DISTRICT
AGREEMENT OF THE MINUTEMAN REGIONAL
VOCATIONAL SCHOOL DISTRICT TO ALLOW
WAYLAND'S WITDRAWAL FROM THE DISTRICT**

To see if the Town will accept and approve the "Amendment to Minuteman Regional Agreement regarding the Withdrawal of the Town of Wayland from the Minuteman Regional School District" which was approved by the Minuteman Regional School Committee on July 7, 2015 and which has been submitted to the Board of Selectmen consistent with the current Minuteman Regional Agreement, or take any action related thereto.

**(Inserted at the request of Minuteman Regional Vocational School District
Committee)**

This article requests a vote of each member community of Minuteman to determine whether or not member community Wayland should be permitted exit the Regional Agreement and discontinue its status as a member (including its obligations) of the Regional School District. Unanimous consent of member town meetings is required under the current Regional Agreement whenever a member formally votes to seek withdraw from the regional school district.

Permit me to respectfully note that this request reflects Wayland's parallel effort to leave Minuteman without requiring broader amendments to the Regional Agreement that Arlington and other members have long sought. As such, a vote of "no action" on this article would not leave Wayland without the exit they seek. They could achieve the same result via unanimous consent to simultaneously substantively amend the Regional Agreement and allow the withdrawal of members like Wayland as discussed in further detail with respect to Article 8 below.

ARTICLE 8

MINUTEMAN REGIONAL VOCATIONAL TECHNICAL SCHOOL: SUBSTANTIVE AMENDMENTS TO THE DISTRICT AGREEMENT, INCLUDING AN "INITIAL WITHDRAWAL PROCESS"

To see if the Town will vote, consistent with Section VII of the existing Minuteman "Agreement With Respect to the Establishment of a Technical and Vocational Regional School District," to accept and approve amendments to said Agreement approved by the majority of the Regional School Committee, and which have been submitted to the Board of Selectmen of each member town prior to its respective vote on this article, including amendments which would allow for the withdrawal of present members of the District, or take any action related thereto.

(Inserted at the request of the Town Manager)

This article correctly anticipated the December 21, 2015 vote the Minuteman Regional Vocational School District Committee to revise the Regional Agreement governing the rights and responsibilities of member communities.¹ Such vote by the Minuteman School Committee requires each member community to hold a Special Town Meeting on or before March 1, 2016 to adopt or reject the proposed amendments to the Regional Agreement.

As has been previously reported to the Board by its representatives to Minuteman, including the Regional Agreement Amendment Subcommittee (RAAS), the December 21, 2015 amendments are substantial and the product of lengthy discussions between and among the Regional School District and its members. Many amendments are similar or the same to the 2014 proposed revised agreement, and some are new to the amendments voted upon by the Minuteman School Committee on December 21, 2015. The most significant amendments include:

¹ The instant article while placed upon the warrant prior to the Minuteman School Committee December 21, 2015 vote, provides sufficient notice to the Town of all the actions contemplated by the proposed amended Regional Agreement and further satisfies Minuteman's request. The article as articulated here is broader in scope, but otherwise virtually identical to Minuteman's suggested language.

- Weighted voting for the majority of Minuteman School Committee actions;
- A revised process by which member communities can exit the Regional Agreement without incurring additional debt obligations, including specific provision to allow (but not mandate) the withdrawal of members Boxborough, Carlisle, Dover, Lincoln, Sudbury, Wayland, and Weston;
- Revised capital assessment formulas; and
- Provisions for non-member communities to pay capital fees equivalent to the average per pupil capital assessments of members.

As Members of the Board will recall from previous discussions, in order to be adopted, the Amended Regional Agreement must first be approved by Town Meeting votes in each of the sixteen (16) member communities, and then further approved by the Commissioner of Commissioner of Elementary and Secondary Education.

REFERENCE MATERIAL

Warrant Article #8

From Minuteman:

1. Notice of the Minuteman School Committee's approval of the proposed Amended Regional Agreement;
2. The Draft Revised Regional Agreement Highlighting Changes from the 2014 Proposal;
3. The Draft Revised Regional Agreement in Clean Copy; and
4. Capital Assessment Models



MINUTEMAN

A REVOLUTION IN LEARNING

December 22, 2015

Kevin F. Greeley, Chair
Board of Selectmen
Town of Arlington
869 Mass. Ave.
Arlington, MA 02476

Dear Mr. Greeley:

I am writing to inform the Boards of Selectmen of all of the member towns of the Minuteman Regional Vocational School District (hereinafter "the District") that the Minuteman Regional School Committee, at a meeting held on December 21, 2015, took the following vote related to the Regional Agreement:

VOTE: That the District School Committee approve the proposed amendments to the Draft Regional Agreement (v. 3.11.14), dated 12.21.15.

FURTHER VOTED: That within seven (7) days from the date on which this vote is adopted, the Secretary notify the Boards of Selectmen of each member town of the District of this vote, and request that a special Town Meeting be held prior to March 1, 2016 to consider approval. The secretary is further instructed to send the draft warrant article language to the 16 Boards of Selectmen.

Please contact Superintendent Ed Bouquillon at e.bouquillon@minuteman.org or ext. 7301, should you have any procedural questions.

Sincerely,

David C. Horton
David C. Horton, Secretary
Minuteman District School Committee

Attachments:

Draft Regional Agreement with proposed changes, dated 12.21.15
Warrant Article

cc: Adam Chapdelaine, Town Administrator

REGIONAL AGREEMENT

This Agreement is entered into pursuant to Chapter 71 of the General Laws of Massachusetts, as amended, among the towns of Acton, Arlington, Belmont, Boxborough, Carlisle, Concord, Lexington, Lincoln, Stow, Sudbury, Wayland, Weston, Bolton, Dover, Lancaster, and Needham, hereinafter sometimes referred to as member towns. In consideration of the mutual promises herein contained, it is hereby agreed as follows:

SECTION I: THE REGIONAL DISTRICT SCHOOL COMMITTEE

(A) Composition

The Regional School Committee, hereinafter sometimes referred to as "the Committee," shall consist of one member from each member city or town (the term "city" and the term "town" will hereinafter be referred to jointly as "community"). The members of the Committee shall be appointed as hereinafter provided. All members will serve until their respective successors are appointed and qualified.

(B) Staggering of Terms

The terms of office shall begin on July 1 and shall be for three years. In order to have approximately one third of the terms of office expire at the end of each year, the initial term of office of a Committee member representing a newly admitted community may be for shorter than three years, said determination to be made by vote of the Committee (or by lot, if there is more than one community being newly admitted at the same time).

(C) Appointing Authority

Members who have been appointed to the School Committee by their respective Town Moderators prior to the July 1 date on which this amended language becomes effective shall serve out the remaining one, two or three years of their term. Beginning on the July 1 when this amended language becomes effective, each member shall thereafter be appointed by vote of the Board of Selectmen of that town (or by the Mayor in the case of a city), except that in the case of a town, the town may by bylaw or charter provide for appointment of that community's member by the Moderator. The language of the preceding sentence will also apply to any community newly admitted to the District whose membership in the District commences on or after the July 1 effective date of this amended language.

(D) Subsequent Terms of Office

Just prior to the conclusion of the initial terms spoken of in the subsection (B) above, the Appointing Authority of the member community will appoint a member of the Regional School Committee to serve a three year term beginning on July 1.

(E) Vacancies

Should a vacancy occur on the Regional School Committee for any reason, the unexpired term will be filled within sixty (60) days by the Appointing Authority of the community having the vacancy.

(F) Organization

At the first meeting of the Regional School Committee held after July 1, the Committee shall organize and choose a Chairman and a Vice-Chairman from among its membership and will choose a Secretary, who may or may not be from among its membership.

(G) Power and Duties

The Committee shall have all the powers and duties conferred and imposed upon school committees by law and conferred and imposed upon it by this Agreement, and such other additional powers and duties as are specified in Section 16 to 16I, inclusive, of Chapter 71 of the General Laws and any amendments or additions thereto now or hereafter enacted, or as may be specified in any other applicable general or special law.

(H) Weighted Voting

Each member of the Regional School Committee will exercise a weighted vote, rounded to the nearest hundredth of a percent, which will be calculated and established as of July 1 of each year as follows. The first half of the weighted vote for all of the member communities will be the same. (For example, if hypothetically there were 16 member communities, then the first half of each member's weighted vote will be $1/16$ of 50%, which would be 3.125%). The second half of each member community's weighted vote will be computed as follows. Based on the official October 1 student enrollment figures as determined by the Department of Elementary and Secondary Education ("DESE"), or its successor agency, a four year "rolling average" of the school's enrollment from member communities, using the most recent year's October 1 enrollment figures and those from the three preceding years, will be established. Using the same methodology, each member community's average percentage of student enrollment from all of the member communities for that period, rounded to the nearest hundredth of a percent, will be established and will be used as the second half of that member community's weighted vote to become effective on the following July 1. (For example, if over the four year period a member community supplied an average of 8.67% of the school's enrollment from all of the member communities, then, beginning on the following July 1 and extending for the next year, the second half of that member community's weighted vote would be 8.67% of 50%, which would be 4.335%). The two halves will then be added together, and rounded to the nearest hundredth of a percent, to establish that community's total weighted vote. (For example, using the hypotheticals expressed above in this paragraph, the hypothetical community's total weighted vote as of the July 1 in question would be 3.125% plus 4.335%, which would add to 7.46%). Assuming that a quorum as defined in subsection (I) below is present, and except for a vote to approve the annual budget, to incur debt, or to approve an amendment to this Agreement, a combined total of weighted votes amounting to over 50% of the weighted votes present shall constitute majority approval.

In order to approve the District's annual budget, a combined total of weighted votes equal to or exceeding 66.67% of the weighted vote of the entire Committee (i.e., not merely two thirds of the weighted vote of those present) shall be required.

In order to incur debt, a two-thirds ($2/3$) vote of all of the members of the Regional School Committee, without regard for the weight of the vote, shall be required. In order to approve an amendment to this Agreement, a three-fourths ($3/4$) vote of all of the members of the Regional School Committee, without regard for the weight of the votes, shall be required.

(I) Quorum

A majority of the total number of members of the Regional School Committee (regardless of the weighted votes) shall constitute a quorum. A quorum is necessary for the transaction of business, but an assemblage less than a quorum may adjourn a meeting.

SECTION II TYPE OF REGIONAL SCHOOL DISTRICT

The regional district school shall be a technical and vocational high school consisting of grades nine through twelve, inclusive. The Committee is also hereby authorized to establish and maintain such kinds of education, acting as trustees therefore, as may be provided by communities under the provisions of Chapter 74 of the General Laws and acts amendatory thereof, in addition thereto or dependent thereon, including courses beyond the secondary school level in accordance with the provisions of Section 37A of said Chapter 74.

SECTION III LOCATION OF THE REGIONAL DISTRICT SCHOOL

The regional district school shall be located within the geographical limits of the District, or within a radius of 5 miles from the intersection of Route 2 and Bedford Road, which intersection is in the town of Lincoln, provided that if a community where the school is located ceases to be a district member, the school may continue to be located in that community.

SECTION IV APPORTIONMENT AND PAYMENT OF COSTS

(A) Classification of Costs

For the purpose of apportioning assessments levied by the District against the member communities, costs shall be divided into two categories: capital costs and operating costs.

(B) Capital Costs

Capital costs shall include all expenses in the nature of capital outlay such as the cost of acquiring land, the cost of constructing, reconstructing, or adding to a school building or buildings, the cost of remodeling or making extraordinary repairs to a school building or buildings, the cost of constructing sewerage systems and sewerage treatment and disposal facilities or the cost of the purchase or use of such systems with a municipality, and any other item of capital outlay for which a regional school district may be authorized to borrow, or which could be categorized as a capital expense in conformance with applicable law and regulation, including without limitation the cost of original equipment and furnishings for such school buildings or additions, plans, architects' and consultants' fees, grading and other costs incidental to placing school buildings and additions, sewerage systems and sewerage treatment and disposal facilities, and any premises related to the foregoing in operating condition. Capital costs shall also include payment of principal of and interest on bonds, notes and other obligations issued by the District to finance capital costs.

(C) Operating Costs

Operating costs shall include all costs not included in capital costs as defined in subsection IV (B), but including interest on temporary notes issued by the District in anticipation of revenue.

(D) Apportionment of Capital Costs

1. The following method will be used for apportioning capital costs incurred prior to July 1, ~~2016~~2014:

After first deducting any other sources of revenue that are appropriately applied against capital costs, capital costs shall be annually apportioned to the towns which were members of the District as of June 30, ~~2016~~2014 for the ensuing fiscal year in the following manner. Each member town's share of capital costs for each fiscal year shall be determined by computing the ratio which the town's pupil enrollment in the regional district school on October 1 of the fiscal year next preceding the fiscal year for which the apportionment is determined bears to the total pupil enrollment from all the member towns on the said date, except that if there is an enrollment of fewer than five pupils from any member town in the regional district school on said date, such member town shall be deemed to have an enrollment of five pupils in the regional district school. For the purpose of this subsection, in computing this apportionment the persons enrolled in courses or programs referred to in subsection IV (F) shall not be included.

2. The following method will be used for apportioning capital costs incurred on or after July 1, ~~2016~~2014:

After first deducting any other sources of revenue that are appropriately applied against capital costs, capital costs which are incurred on or after July 1, ~~2016~~2014 shall be apportioned to the member communities annually for the ensuing fiscal year in the following manner (for illustration purposes only, examples of these calculations appear in Appendix A.)

- a. Fifty percent (50%) of the capital costs will be apportioned to each of the member communities by computing the ratio which that community's pupil enrollment in the regional district school, using a rolling average based on the four (4) most recent annual October 1 enrollment figures, bears to total pupil enrollment in the regional district school from member communities, using a rolling average based on the four (4) most recent annual October 1 enrollment figures, except that if there were an enrollment of fewer than ~~five (5) pupils~~ one (1) pupil from any member community in the regional district school on any of the four (4) most recent October 1 dates, such member community will be deemed to have had an enrollment of ~~five (5) pupils~~ one (1) pupil in the regional district school on said date.

- b. An additional one percent (1%) of these costs will be apportioned to each of the member communities regardless of student enrollment.

- c. The balance of these costs will be apportioned by applying DESE's combined effort yield (a measure of a community's ability to pay for education using property values and household incomes) to the percentage of each community's students (as defined by foundation enrollment) that are enrolled at Minuteman. The specific calculation is as follows:

- Each member community's pupil enrollment in the regional district school, using a rolling average based on the four (4) most recent annual October 1 enrollment figures, including the ~~five (5) pupils~~ one (1) pupil minimum spoken of in 2,a above, will be identified.
- This average regional enrollment figure for each member community will be compared to that community's most recent October 1 "foundation enrollment" figure (determined by DESE), and the percentage of that community's most recent foundation enrollment figure which is comprised of that town's average regional enrollment figure will be computed.
- This percentage amount will be multiplied by the lesser of the "combined effort yield" or 100% of the "foundation budget" (using the most recent "final" numbers determined by DESE) for that community, resulting in a number to be called "combined effort yield at

Minuteman".

- The numbers representing each community's "combined effort yield at Minuteman" will be totaled, and each community's percentage of that total (this percentage to be called "combined effort capital assessment share") will be computed.
- Each community's "combined effort capital assessment share" will be used to calculate the apportionment of the capital costs under this paragraph. (An example of the calculations described in this paragraph is found in the chart headed "Calculation Factor - Ch. 70 Combined Effort Capital Allocation" appearing on page 2 of Appendix A.)

In the event that changes occur at the state level in either the terminology or the calculation formulas that lie behind the terms used in this paragraph, the Committee will use a calculation approach which replicates the apportionment outcomes that would result from this paragraph if the terms of this paragraph were applied as of the effective date of this Regional Agreement.

(E) Apportionment of Operating Costs

The District will utilize the statutory method in the apportionment of operating costs. Pursuant to this method, the District will deduct from operating costs the total of any revenue from Chapter 70 state aid, Chapter 71 Regional Transportation Reimbursement, and any other revenue as determined by the Regional School Committee. The balance of all operating costs, except those described in subsection IV,F below, shall be apportioned to each member community as follows. Each member community's share of operating costs will be the sum of the following: (a) the member's required local contribution to the District as determined by the Commissioner of Elementary and Secondary Education (hereinafter "the Commissioner"); (b) the member's share of that portion of the District's net school spending, as defined by G.L. chapter 70, section 2, that exceeds the total of the required local contributions for all of the members; and (c) the member's share of costs for transportation and all other expenditures (exclusive of capital costs as defined in subsection IV,(B) above) that are not included in the District's net school spending. A member's share of (b) and (c) above will be calculated by computing the ratio which that member's pupil enrollment in the regional district school, using a rolling average based on the four (4) most recent annual October 1 enrollment figures, bears to the total pupil enrollment in the regional district school from member communities, using a rolling average based on the four (4) most recent annual October 1 enrollment figures.

(F) Special Operating Costs

The Committee shall determine the operating costs for each fiscal year for any courses or programs which are offered by the District to persons other than secondary students attending the regular day regional vocational school. Each member community's share of such special operating costs shall be apportioned by identifying each member community's enrollment and/or participation rate in said courses or programs as compared to the overall enrollment and/or participation rate in said courses or programs. Normally said share shall be paid by the members as a special assessment in the fiscal year following the year of the course or program offering, although exceptions may be made whereby the payment will be made during the fiscal year of the course or program offering.

(G) Times of Payment of Apportioned Costs

Each member shall pay to the District in each fiscal year its proportionate share, certified as provided in subsection V(B), of the capital and operating costs. The annual share of each member community shall be paid in such amounts and at such times that at least the following percentages of such annual share shall be paid on

or before the dates indicated, respectively:

September 1	25%
December 1	60%
March 1	75%
May 1	100%

(H) Apportionment of Costs to New Members

1. The share of operating costs which will be paid by a new member community will be determined consistent with subsection IV(E) except that, for purposes of calculating that community's four (4) year rolling average of pupil enrollment, the number of "out of district" students from that community which were enrolled in the regional district school during each of the applicable four (4) years will be regarded as that community's "pupil enrollment" during those years for purposes of this calculation.

2. The Regional School Committee, prior to the admittance of a new member community, will have the option of negotiating a phase in of the amount of capital costs which will be assessed to that new member community during the first three years of membership in the District. Beginning no later than the fourth year of membership and thereafter, however, the new member community will be assessed the full capital cost apportionment that will result from an application of subsection IV(D).

(I) Incurring of Debt

Other than short-term borrowing for cash-flow purposes, the incurring of debt for purposes expressed in G.L. Chapter 71, section 16(d), will require at least a two-thirds (2/3) vote of all of the members of the Regional School Committee, without regard for the weight of the votes. If such a margin exists, the Committee must seek authorization for incurring debt by following the approach set out in G.L. Chapter 71, section 16, subsection (d). If one or more member communities vote disapproval of the debt, the Committee, by a majority of the weighted vote, may then seek authorization for the debt via Chapter 71, section 16, subsection (n). If and when subsection (n) is utilized, and if the incurring of debt is approved via subsection (n), the following option will be open to a member community if a majority of the registered voters voting on the question from that community voted to disapprove the incurring of debt in the subsection (n) election. Said community may seek to withdraw from the District consistent with the procedure in Section IX, and, if the notice of withdrawal is sent consistent with Section IX within sixty (60) days of the subsection (n) election, that community will not be responsible for a share of the debt service attributable to this new debt even if that community's withdrawal from the District is not approved by a majority of the member communities as required by Section IX, or even if the withdrawal of said community is disapproved by the Commissioner. Communities whose resident voters disapprove the incurring of the debt in the subsection (n) election but which do not give a notice of withdrawal consistent with Section IX will remain members of the District and will share in the debt service for the new debt consistent with the apportionment process in this Section IV.

SECTION V BUDGET

(A) Tentative Operating and Maintenance Budget

The Committee shall annually prepare a tentative operating and maintenance budget for the ensuing fiscal year, attaching thereto provision for any installment of principal or interest to become due in such fiscal year on any bonds or other evidence of indebtedness of the District and any other capital costs to be apportioned to the member communities. The said Committee shall mail a copy to the chairman of the Board of Selectmen and the Finance or Advisory Committee, if any, of each member town at least fifteen days prior to the date on which the final operating and maintenance budget is adopted by the Committee, said copy to be itemized in a fashion consistent with DESE's chart of accounts.

(B) Final Operating and Maintenance Budget

After conducting a public hearing consistent with G.L. Chapter 71, section 38M, the Committee shall adopt an annual operating and maintenance budget for the ensuing fiscal year not later than forty-five days prior to the earliest date on which the business session of the annual town meeting of any member town is to be held, but in no event later than March 31, provided that said budget need not be adopted earlier than February 1. Said adoption of the budget will require a combined total of weighted votes equal to or exceeding 66.7% of the weighted vote of the entire Regional School Committee (i.e., not merely two-thirds of the weighted vote of those present at the meeting). Said annual operating and maintenance budget shall include debt and interest charges and any other current capital costs as separate items, and the said Committee shall apportion the amounts necessary to be raised in order to meet the said budget in accordance with the provisions of Section IV. The amounts so apportioned to each member community shall be certified by the district treasurer to the treasurer of such member community within thirty days from the dates on which the annual operating and maintenance budget is adopted by the Committee, and each such community shall, at the next annual town meeting or meeting of the city council, appropriate the amounts so certified. The annual Regional School District budget shall require approval by the local appropriating authorities of at least two-thirds (2/3) of the member communities consistent with G.L. Chapter 71, section 16B.

SECTION VI TRANSPORTATION

School transportation shall be provided by the regional school district and the cost thereof shall be apportioned to the member communities as an operating cost.

SECTION VII AMENDMENTS

(A) Limitation

This Agreement may be amended from time to time in the manner hereinafter provided, but no such amendment shall be made which shall substantially impair the rights of the holders of any bonds or notes or other evidences of indebtedness of the District then outstanding, or the right of the District to procure the means for payment thereof, provided that nothing in the section shall prevent the admission of new communities to the District and the reapportionment accordingly of capital costs of the District represented by bonds or notes of the District then outstanding and of interest thereon.

(B) Procedure

Any proposal for amendment, except a proposal for amendment providing for the withdrawal of a member community (which shall be acted upon as provided in Section IX), may be initiated by a vote of at least three-fourths (3/4) of all of the members of the Regional School Committee, without regard for the weight of the votes, so long as the proposed amendment was discussed as an agenda item at no less than one prior Committee meeting. Alternatively, a proposal for amendment may be initiated by a petition signed by at least 10 per cent of the registered voters of any one of the member communities. In the latter case, said petition shall contain at the end thereof a certification by the Municipal Clerk of such member community as to the number of registered voters in said community according to the most recent voting list and the number of signatures on the petition which appear to be the names of registered voters of said community and said petition shall be presented to the secretary of the Committee. In either case, the Secretary of the Committee shall mail or deliver a notice in writing to the Board of Selectmen, or City Council, of each of the member communities that a proposal to amend this Agreement has been made and shall enclose a copy of such proposal (without the signatures in the case of a proposal by petition). The Selectmen of each member town shall include in the warrant for the next annual or a special town meeting called for the purpose an article stating the proposal or the substance thereof, and the City Council in each member city shall vote on said proposed amendment within two months of its submittal by the Committee. Such amendment shall take effect upon its acceptance by all of the member communities, acceptance by each community to be by a majority vote at a town meeting in the case of a town, or by majority vote of the City Council in the case of a city, and after approval by the Commissioner.

(C) Approval by Commissioner

All amendments to this Agreement are subject to the approval of the Commissioner.

SECTION VIII ADMISSION OF NEW COMMUNITIES

By an amendment of this Agreement adopted under and in accordance with Section VII above, any other community or communities may be admitted to the regional school district. The effective date for the admission of each such new member shall be the July 1 following the adoption by the District of such an amendment, the acceptance by all of the existing members, and the approval by the Commissioner. All of the above approvals must be completed by December 31 for the new member to be admitted on the following July 1. Such admission also shall be subject to compliance with such provisions of law as may be applicable and such terms as may be set forth in such amendment.

SECTION IX WITHDRAWAL

(A) Procedure

Consistent with 603 CMR 41.03(2) the withdrawal of a member community can occur only as of July 1 of a given fiscal year. A notice of desire to withdraw must be initiated by a two-thirds (2/3) vote of the legislative body of the member community, which must occur no less than three (3) years prior to the desired July 1 withdrawal date. The Municipal Clerk of the community seeking to withdraw must notify the Regional School Committee in writing within seven (7) days of the vote of the legislative body that the two-thirds (2/3) vote has occurred, and the receipt of the notice of withdrawal will be acknowledged in the minutes at a Regional School Committee meeting. Within seven (7) days of its receipt, the District's Clerk will notify in writing the Municipal Clerks of all of the member communities that a notice of withdrawal has been received.

Once this notice of withdrawal is given, it may not be rescinded without the unanimous consent of the members of the Regional School Committee. The withdrawal of a community will be allowed only if it is approved by a majority of the other member communities. A failure of the legislative body of a member community to vote disapproval of a requested withdrawal within sixty (60) days of the notice of withdrawal being submitted to the Regional School Committee will constitute approval. During this three (3) year notice period, the departing member will continue to be responsible for the following:

1. Payment of its share of operating costs apportioned by way of subsection IV(E).
2. Payment of its share of capital costs apportioned by way of subsection IV(D), except that no apportionment for a withdrawing member will be made for a share of debt that was disapproved by the voters of said withdrawing member in a G.L. Chapter 71, subsection 16(n) election and after said disapproval a notice of withdrawal was sent by said member consistent with the terms of subsection IV(I). Similarly, no apportionment for a withdrawing member will be made for a share of any debt incurred after the member has given a notice of withdrawal.
3. The withdrawing community shall continue to have a right to appoint and be represented by its member on the School Committee with full voting authority until the date of final withdrawal, on which date the withdrawing community member's term shall end.

(B) Continuing Obligations After Withdrawal

A departing member shall have no right or claim to the assets of the District, and a departing member shall continue to be responsible, after withdrawal, for the following:

1. Payment of its share of capital costs incurred prior to withdrawal apportioned by way of subsection IV(D), provided that for purposes of this apportionment the withdrawn community's enrollment shall be deemed to be its enrollment determined pursuant to subsection IV(D) immediately prior to the date of its notice of intent to withdraw, except that:
 - a. no apportionment for a withdrawing member will be made for a share of debt that was disapproved by the voters of said withdrawing member in a G.L. Chapter 71, subsection 16(n) election and after which disapproval a notice of withdrawal was sent by said member consistent with the terms of subsection IV(I); and,
 - b. no apportionment for a withdrawing member will be made for a share of debt that was incurred by the District following receipt of the withdrawing member's notice of intent to withdraw, such notice having not been rescinded.

(C) Commissioner's Approval

Consistent with 603 CMR 41.03(2) the withdrawal of any member requires the approval of the Commissioner of Education, and all requisite approvals must be obtained no later than the December 31 preceding the July 1 effective date of withdrawal.

(D) Amendment to Agreement

The withdrawal of a member which occurs consistent with this Section~~the above~~ will, upon its completion, constitute an amendment to the Regional Agreement, regardless of the fact that said amendment was not processed via the procedure contained in Article VII.

(E) Initial Procedure for Withdrawal

Consistent with 603 CMR 41.03(2), the communities of Boxborough, Carlisle, Dover, Lincoln,

Sudbury, Wayland, and Weston may withdraw from the District effective on the first July 1 after the first December 1 following the Commissioner of Education's approval of the 2016 Amended Regional Agreement, all of the following requirements having been met by each departing member:

- (a) On or before March 1, 2016, voted by simple majority of its legislative body to confirm its commitment to withdraw from the District;
- (b) On or before March 1, 2016, voted to approve the 2016 Amended Regional Agreement;
- (c) Approval of the 2016 Amended Regional Agreement by the Commissioner of Education.

A vote by any member to adopt the 2016 Amended Regional Agreement shall also constitute approval of the withdrawal of any or all of the communities of Boxborough, Carlisle, Dover, Lincoln, Sudbury, Wayland, and Weston from the District pursuant to the Initial Procedure for Withdrawal.

The terms of School Committee members representing communities which withdraw under this Initial Procedure for Withdrawal shall end on the withdrawal date of the community which the member represents. No such community shall have any right or claim onto the assets of the District. Such communities shall continue to be responsible for their respective shares of the District's indebtedness as of the withdrawal date, except that no community withdrawing under this Initial Procedure for Withdrawal shall be responsible for District debt incurred after December 10, 2015.

SECTION X TUITION STUDENTS

(A)

The Committee may accept for enrollment in the regional district school pupils from communities other than member communities on a tuition basis. Income received by the District from tuition pupils and not previously deducted from operating costs shall be deducted from the total operating costs in the next annual budget to be prepared after the receipt thereof, prior to apportionment under Section IV to the member communities, provided that income identified as a contribution to capital costs shall be applied to the capital budget.

(B)

Subject to state law, and applicable regulations, effective June 30, 2018, it shall be the policy of the District to admit out-of-district students only based on tuitions and charges equal or greater than the District's similarly-calculated average per pupil cost for in-district communities as determined by the Committee. Exceptions to this policy may only be made by two-thirds weighted vote of the Committee. The provisions of this paragraph (B) shall not apply to incoming school choice students under M.G.L. c. 76, § 12B.

SECTION XI FISCAL YEAR

The fiscal year for the district shall run from July 1 to June 30.

SECTION XII SUBMISSION FOR APPROVAL

This Agreement shall be submitted for approval pursuant to the applicable provisions of Chapter 71 of the General Laws.

REGIONAL AGREEMENT

This Agreement is entered into pursuant to Chapter 71 of the General Laws of Massachusetts, as amended, among the towns of Acton, Arlington, Belmont, Boxborough, Carlisle, Concord, Lexington, Lincoln, Stow, Sudbury, Wayland, Weston, Bolton, Dover, Lancaster, and Needham, hereinafter sometimes referred to as member towns. In consideration of the mutual promises herein contained, it is hereby agreed as follows:

SECTION I: THE REGIONAL DISTRICT SCHOOL COMMITTEE

(A) Composition

The Regional School Committee, hereinafter sometimes referred to as "the Committee," shall consist of one member from each member city or town (the term "city" and the term "town" will hereinafter be referred to jointly as "community"). The members of the Committee shall be appointed as hereinafter provided. All members will serve until their respective successors are appointed and qualified.

(B) Staggering of Terms

The terms of office shall begin on July 1 and shall be for three years. In order to have approximately one third of the terms of office expire at the end of each year, the initial term of office of a Committee member representing a newly admitted community may be for shorter than three years, said determination to be made by vote of the Committee (or by lot, if there is more than one community being newly admitted at the same time).

(C) Appointing Authority

Members who have been appointed to the School Committee by their respective Town Moderators prior to the July 1 date on which this amended language becomes effective shall serve out the remaining one, two or three years of their term. Beginning on the July 1 when this amended language becomes effective, each member shall thereafter be appointed by vote of the Board of Selectmen of that town (or by the Mayor in the case of a city), except that in the case of a town, the town may by bylaw or charter provide for appointment of that community's member by the Moderator. The language of the preceding sentence will also apply to any community newly admitted to the District whose membership in the District commences on or after the July 1 effective date of this amended language.

(D) Subsequent Terms of Office

Just prior to the conclusion of the initial terms spoken of in the subsection (B) above, the Appointing Authority of the member community will appoint a member of the Regional School Committee to serve a three year term beginning on July 1.

(E) Vacancies

Should a vacancy occur on the Regional School Committee for any reason, the unexpired term will be filled within sixty (60) days by the Appointing Authority of the community having the vacancy.

(F) Organization

At the first meeting of the Regional School Committee held after July 1, the Committee shall

organize and choose a Chairman and a Vice-Chairman from among its membership and will choose a Secretary, who may or may not be from among its membership.

(G) Power and Duties

The Committee shall have all the powers and duties conferred and imposed upon school committees by law and conferred and imposed upon it by this Agreement, and such other additional powers and duties as are specified in Section 16 to 16I, inclusive, of Chapter 71 of the General Laws and any amendments or additions thereto now or hereafter enacted, or as may be specified in any other applicable general or special law.

(H) Weighted Voting

Each member of the Regional School Committee will exercise a weighted vote, rounded to the nearest hundredth of a percent, which will be calculated and established as of July 1 of each year as follows. The first half of the weighted vote for all of the member communities will be the same. (For example, if hypothetically there were 16 member communities, then the first half of each member's weighted vote will be $1/16$ of 50%, which would be 3.125%). The second half of each member community's weighted vote will be computed as follows. Based on the official October 1 student enrollment figures as determined by the Department of Elementary and Secondary Education ("DESE"), or its successor agency, a four year "rolling average" of the school's enrollment from member communities, using the most recent year's October 1 enrollment figures and those from the three preceding years, will be established. Using the same methodology, each member community's average percentage of student enrollment from all of the member communities for that period, rounded to the nearest hundredth of a percent, will be established and will be used as the second half of that member community's weighted vote to become effective on the following July 1. (For example, if over the four year period a member community supplied an average of 8.67% of the school's enrollment from all of the member communities, then, beginning on the following July 1 and extending for the next year, the second half of that member community's weighted vote would be 8.67% of 50%, which would be 4.335%). The two halves will then be added together, and rounded to the nearest hundredth of a percent, to establish that community's total weighted vote. (For example, using the hypotheticals expressed above in this paragraph, the hypothetical community's total weighted vote as of the July 1 in question would be 3.125% plus 4.335%, which would add to 7.46%). Assuming that a quorum as defined in subsection (I) below is present, and except for a vote to approve the annual budget, to incur debt, or to approve an amendment to this Agreement, a combined total of weighted votes amounting to over 50% of the weighted votes present shall constitute majority approval.

In order to approve the District's annual budget, a combined total of weighted votes equal to or exceeding 66.67% of the weighted vote of the entire Committee (i.e., not merely two thirds of the weighted vote of those present) shall be required.

In order to incur debt, a two-thirds ($2/3$) vote of all of the members of the Regional School Committee, without regard for the weight of the vote, shall be required. In order to approve an amendment to this Agreement, a three-fourths ($3/4$) vote of all of the members of the Regional School Committee, without regard for the weight of the votes, shall be required.

(I) Quorum

A majority of the total number of members of the Regional School Committee (regardless of the weighted votes) shall constitute a quorum. A quorum is necessary for the transaction of business, but an assemblage less than a quorum may adjourn a meeting.

SECTION II TYPE OF REGIONAL SCHOOL DISTRICT

The regional district school shall be a technical and vocational high school consisting of grades nine through twelve, inclusive. The Committee is also hereby authorized to establish and maintain such kinds of education, acting as trustees therefore, as may be provided by communities under the provisions of Chapter 74 of the General Laws and acts amendatory thereof, in addition thereto or dependent thereon, including courses beyond the secondary school level in accordance with the provisions of Section 37A of said Chapter 74.

SECTION III LOCATION OF THE REGIONAL DISTRICT SCHOOL

The regional district school shall be located within the geographical limits of the District, or within a radius of 5 miles from the intersection of Route 2 and Bedford Road, which intersection is in the town of Lincoln, provided that if a community where the school is located ceases to be a district member, the school may continue to be located in that community.

SECTION IV APPORTIONMENT AND PAYMENT OF COSTS

(A) Classification of Costs

For the purpose of apportioning assessments levied by the District against the member communities, costs shall be divided into two categories: capital costs and operating costs.

(B) Capital Costs

Capital costs shall include all expenses in the nature of capital outlay such as the cost of acquiring land, the cost of constructing, reconstructing, or adding to a school building or buildings, the cost of remodeling or making extraordinary repairs to a school building or buildings, the cost of constructing sewerage systems and sewerage treatment and disposal facilities or the cost of the purchase or use of such systems with a municipality, and any other item of capital outlay for which a regional school district may be authorized to borrow, or which could be categorized as a capital expense in conformance with applicable law and regulation, including without limitation the cost of original equipment and furnishings for such school buildings or additions, plans, architects' and consultants' fees, grading and other costs incidental to placing school buildings and additions, sewerage systems and sewerage treatment and disposal facilities, and any premises related to the foregoing in operating condition. Capital costs shall also include payment of principal of and interest on bonds, notes and other obligations issued by the District to finance capital costs.

(C) Operating Costs

Operating costs shall include all costs not included in capital costs as defined in subsection IV (B), but including interest on temporary notes issued by the District in anticipation of revenue.

(D) Apportionment of Capital Costs

1. The following method will be used for apportioning capital costs incurred prior to July 1,

2016:

After first deducting any other sources of revenue that are appropriately applied against capital costs, capital costs shall be annually apportioned to the towns which were members of the District as of June 30, 2016 for the ensuing fiscal year in the following manner. Each member town's share of capital costs for each fiscal year shall be determined by computing the ratio which the town's pupil enrollment in the regional district school on October 1 of the fiscal year next preceding the fiscal year for which the apportionment is determined bears to the total pupil enrollment from all the member towns on the said date, except that if there is an enrollment of fewer than five pupils from any member town in the regional district school on said date, such member town shall be deemed to have an enrollment of five pupils in the regional district school. For the purpose of this subsection, in computing this apportionment the persons enrolled in courses or programs referred to in subsection IV (F) shall not be included.

2. The following method will be used for apportioning capital costs incurred on or after July 1, 2016:

After first deducting any other sources of revenue that are appropriately applied against capital costs, capital costs which are incurred on or after July 1, 2016 shall be apportioned to the member communities annually for the ensuing fiscal year in the following manner (for illustration purposes only, examples of these calculations appear in Appendix A.)

a. Fifty percent (50%) of the capital costs will be apportioned to each of the member communities by computing the ratio which that community's pupil enrollment in the regional district school, using a rolling average based on the four (4) most recent annual October 1 enrollment figures, bears to total pupil enrollment in the regional district school from member communities, using a rolling average based on the four (4) most recent annual October 1 enrollment figures, except that if there were an enrollment of fewer than one (1) pupil from any member community in the regional district school on any of the four (4) most recent October 1 dates, such member community will be deemed to have had an enrollment of one (1) pupil in the regional district school on said date.

b. An additional one percent (1%) of these costs will be apportioned to each of the member communities regardless of student enrollment.

c. The balance of these costs will be apportioned by applying DESE's combined effort yield (a measure of a community's ability to pay for education using property values and household incomes) to the percentage of each community's students (as defined by foundation enrollment) that are enrolled at Minuteman. The specific calculation is as follows:

- Each member community's pupil enrollment in the regional district school, using a rolling average based on the four (4) most recent annual October 1 enrollment figures, including the one (1) pupil minimum spoken of in 2,a above, will be identified.
- This average regional enrollment figure for each member community will be compared to that community's most recent October 1 "foundation enrollment" figure (determined by DESE), and the percentage of that community's most recent foundation enrollment figure which is comprised of that town's average regional enrollment figure will be computed.
- This percentage amount will be multiplied by the lesser of the "combined effort yield" or 100% of the "foundation budget" (using the most recent "final" numbers determined by DESE) for that community, resulting in a number to be called "combined effort yield at Minuteman".

- The numbers representing each community's "combined effort yield at Minuteman" will be totaled, and each community's percentage of that total (this percentage to be called "combined effort capital assessment share") will be computed.
- Each community's "combined effort capital assessment share" will be used to calculate the apportionment of the capital costs under this paragraph. (An example of the calculations described in this paragraph is found in the chart headed "Calculation Factor - Ch. 70 Combined Effort Capital Allocation" appearing on page 2 of Appendix A.)

In the event that changes occur at the state level in either the terminology or the calculation formulas that lie behind the terms used in this paragraph, the Committee will use a calculation approach which replicates the apportionment outcomes that would result from this paragraph if the terms of this paragraph were applied as of the effective date of this Regional Agreement.

(E) Apportionment of Operating Costs

The District will utilize the statutory method in the apportionment of operating costs. Pursuant to this method, the District will deduct from operating costs the total of any revenue from Chapter 70 state aid, Chapter 71 Regional Transportation Reimbursement, and any other revenue as determined by the Regional School Committee. The balance of all operating costs, except those described in subsection IV,F below, shall be apportioned to each member community as follows. Each member community's share of operating costs will be the sum of the following: (a) the member's required local contribution to the District as determined by the Commissioner of Elementary and Secondary Education (hereinafter "the Commissioner"); (b) the member's share of that portion of the District's net school spending, as defined by G.L. chapter 70, section 2, that exceeds the total of the required local contributions for all of the members; and (c) the member's share of costs for transportation and all other expenditures (exclusive of capital costs as defined in subsection IV,(B) above) that are not included in the District's net school spending. A member's share of (b) and (c) above will be calculated by computing the ratio which that member's pupil enrollment in the regional district school, using a rolling average based on the four (4) most recent annual October 1 enrollment figures, bears to the total pupil enrollment in the regional district school from member communities, using a rolling average based on the four (4) most recent annual October 1 enrollment figures.

(F) Special Operating Costs

The Committee shall determine the operating costs for each fiscal year for any courses or programs which are offered by the District to persons other than secondary students attending the regular day regional vocational school. Each member community's share of such special operating costs shall be apportioned by identifying each member community's enrollment and/or participation rate in said courses or programs as compared to the overall enrollment and/or participation rate in said courses or programs. Normally said share shall be paid by the members as a special assessment in the fiscal year following the year of the course or program offering, although exceptions may be made whereby the payment will be made during the fiscal year of the course or program offering.

(G) Times of Payment of Apportioned Costs

Each member shall pay to the District in each fiscal year its proportionate share, certified as provided in subsection V(B), of the capital and operating costs. The annual share of each member community shall be paid in such amounts and at such times that at least the following percentages of such annual share shall be paid on or before the dates indicated, respectively:

September 1	25%
December 1	60%
March 1	75%
May 1	100%

(H) Apportionment of Costs to New Members

1. The share of operating costs which will be paid by a new member community will be determined consistent with subsection IV(E) except that, for purposes of calculating that community's four (4) year rolling average of pupil enrollment, the number of "out of district" students from that community which were enrolled in the regional district school during each of the applicable four (4) years will be regarded as that community's "pupil enrollment" during those years for purposes of this calculation.

2. The Regional School Committee, prior to the admittance of a new member community, will have the option of negotiating a phase in of the amount of capital costs which will be assessed to that new member community during the first three years of membership in the District. Beginning no later than the fourth year of membership and thereafter, however, the new member community will be assessed the full capital cost apportionment that will result from an application of subsection IV(D).

(I) Incurring of Debt

Other than short-term borrowing for cash-flow purposes, the incurring of debt for purposes expressed in G.L. Chapter 71, section 16(d), will require at least a two-thirds (2/3) vote of all of the members of the Regional School Committee, without regard for the weight of the votes. If such a margin exists, the Committee must seek authorization for incurring debt by following the approach set out in G.L. Chapter 71, section 16, subsection (d). If one or more member communities vote disapproval of the debt, the Committee, by a majority of the weighted vote, may then seek authorization for the debt via Chapter 71, section 16, subsection (n). If and when subsection (n) is utilized, and if the incurring of debt is approved via subsection (n), the following option will be open to a member community if a majority of the registered voters voting on the question from that community voted to disapprove the incurring of debt in the subsection (n) election. Said community may seek to withdraw from the District consistent with the procedure in Section IX, and, if the notice of withdrawal is sent consistent with Section IX within sixty (60) days of the subsection (n) election, that community will not be responsible for a share of the debt service attributable to this new debt even if that community's withdrawal from the District is not approved by a majority of the member communities as required by Section IX, or even if the withdrawal of said community is disapproved by the Commissioner. Communities whose resident voters disapprove the incurring of the debt in the subsection (n) election but which do not give a notice of withdrawal consistent with Section IX will remain members of the District and will share in the debt service for the new debt consistent with the apportionment process in this Section IV.

SECTION V BUDGET

(A) Tentative Operating and Maintenance Budget

The Committee shall annually prepare a tentative operating and maintenance budget for the ensuing fiscal year, attaching thereto provision for any installment of principal or interest to

become due in such fiscal year on any bonds or other evidence of indebtedness of the District and any other capital costs to be apportioned to the member communities. The said Committee shall mail a copy to the chairman of the Board of Selectmen and the Finance or Advisory Committee, if any, of each member town at least fifteen days prior to the date on which the final operating and maintenance budget is adopted by the Committee, said copy to be itemized in a fashion consistent with DESE's chart of accounts.

(B) Final Operating and Maintenance Budget

After conducting a public hearing consistent with G.L. Chapter 71, section 38M, the Committee shall adopt an annual operating and maintenance budget for the ensuing fiscal year not later than forty-five days prior to the earliest date on which the business session of the annual town meeting of any member town is to be held, but in no event later than March 31, provided that said budget need not be adopted earlier than February 1. Said adoption of the budget will require a combined total of weighted votes equal to or exceeding 66.7% of the weighted vote of the entire Regional School Committee (i.e., not merely two-thirds of the weighted vote of those present at the meeting). Said annual operating and maintenance budget shall include debt and interest charges and any other current capital costs as separate items, and the said Committee shall apportion the amounts necessary to be raised in order to meet the said budget in accordance with the provisions of Section IV. The amounts so apportioned to each member community shall be certified by the district treasurer to the treasurer of such member community within thirty days from the dates on which the annual operating and maintenance budget is adopted by the Committee, and each such community shall, at the next annual town meeting or meeting of the city council, appropriate the amounts so certified. The annual Regional School District budget shall require approval by the local appropriating authorities of at least two-thirds (2/3) of the member communities consistent with G.L. Chapter 71, section 16B.

SECTION VI TRANSPORTATION

School transportation shall be provided by the regional school district and the cost thereof shall be apportioned to the member communities as an operating cost.

SECTION VII AMENDMENTS

(A) Limitation

This Agreement may be amended from time to time in the manner hereinafter provided, but no such amendment shall be made which shall substantially impair the rights of the holders of any bonds or notes or other evidences of indebtedness of the District then outstanding, or the right of the District to procure the means for payment thereof, provided that nothing in the section shall prevent the admission of new communities to the District and the reapportionment accordingly of capital costs of the District represented by bonds or notes of the District then outstanding and of interest thereon.

(B) Procedure

Any proposal for amendment, except a proposal for amendment providing for the withdrawal of a member community (which shall be acted upon as provided in Section IX), may be initiated

by a vote of at least three-fourths (3/4) of all of the members of the Regional School Committee, without regard for the weight of the votes, so long as the proposed amendment was discussed as an agenda item at no less than one prior Committee meeting. Alternatively, a proposal for amendment may be initiated by a petition signed by at least 10 per cent of the registered voters of any one of the member communities. In the latter case, said petition shall contain at the end thereof a certification by the Municipal Clerk of such member community as to the number of registered voters in said community according to the most recent voting list and the number of signatures on the petition which appear to be the names of registered voters of said community and said petition shall be presented to the secretary of the Committee. In either case, the Secretary of the Committee shall mail or deliver a notice in writing to the Board of Selectmen, or City Council, of each of the member communities that a proposal to amend this Agreement has been made and shall enclose a copy of such proposal (without the signatures in the case of a proposal by petition). The Selectmen of each member town shall include in the warrant for the next annual or a special town meeting called for the purpose an article stating the proposal or the substance thereof, and the City Council in each member city shall vote on said proposed amendment within two months of its submittal by the Committee. Such amendment shall take effect upon its acceptance by all of the member communities, acceptance by each community to be by a majority vote at a town meeting in the case of a town, or by majority vote of the City Council in the case of a city, and after approval by the Commissioner.

(C) Approval by Commissioner

All amendments to this Agreement are subject to the approval of the Commissioner.

SECTION VIII ADMISSION OF NEW COMMUNITIES

By an amendment of this Agreement adopted under and in accordance with Section VII above, any other community or communities may be admitted to the regional school district. The effective date for the admission of each such new member shall be the July 1 following the adoption by the District of such an amendment, the acceptance by all of the existing members, and the approval by the Commissioner. All of the above approvals must be completed by December 31 for the new member to be admitted on the following July 1. Such admission also shall be subject to compliance with such provisions of law as may be applicable and such terms as may be set forth in such amendment.

SECTION IX WITHDRAWAL

(A) Procedure

Consistent with 603 CMR 41.03(2) the withdrawal of a member community can occur only as of July 1 of a given fiscal year. A notice of desire to withdraw must be initiated by a two-thirds (2/3) vote of the legislative body of the member community, which must occur no less than three (3) years prior to the desired July 1 withdrawal date. The Municipal Clerk of the community seeking to withdraw must notify the Regional School Committee in writing within seven (7) days of the vote of the legislative body that the two-thirds (2/3) vote has occurred, and the receipt of the notice of withdrawal will be acknowledged in the minutes at a Regional School Committee meeting. Within seven (7) days of its receipt, the District's Clerk will notify in writing the Municipal Clerks of all of the member communities that a notice of withdrawal has been received. Once this notice of withdrawal is given, it may not be rescinded without the unanimous consent of the members of the Regional School Committee. The withdrawal of a community will be allowed

only if it is approved by a majority of the other member communities. A failure of the legislative body of a member community to vote disapproval of a requested withdrawal within sixty (60) days of the notice of withdrawal being submitted to the Regional School Committee will constitute approval. During this three (3) year notice period, the departing member will continue to be responsible for the following:

1. Payment of its share of operating costs apportioned by way of subsection IV(E).
2. Payment of its share of capital costs apportioned by way of subsection IV(D), except that no apportionment for a withdrawing member will be made for a share of debt that was disapproved by the voters of said withdrawing member in a G.L. Chapter 71, subsection 16(n) election and after said disapproval a notice of withdrawal was sent by said member consistent with the terms of subsection IV(I). Similarly, no apportionment for a withdrawing member will be made for a share of any debt incurred after the member has given a notice of withdrawal.
3. The withdrawing community shall continue to have a right to appoint and be represented by its member on the School Committee with full voting authority until the date of final withdrawal, on which date the withdrawing community member's term shall end.

(B) Continuing Obligations After Withdrawal

A departing member shall have no right or claim to the assets of the District, and a departing member shall continue to be responsible, after withdrawal, for the following:

1. Payment of its share of capital costs incurred prior to withdrawal apportioned by way of subsection IV(D), provided that for purposes of this apportionment the withdrawn community's enrollment shall be deemed to be its enrollment determined pursuant to subsection IV(D) immediately prior to the date of its notice of intent to withdraw, except that:
 - a. no apportionment for a withdrawing member will be made for a share of debt that was disapproved by the voters of said withdrawing member in a G.L. Chapter 71, subsection 16(n) election and after which disapproval a notice of withdrawal was sent by said member consistent with the terms of subsection IV(I); and,
 - b. no apportionment for a withdrawing member will be made for a share of debt that was incurred by the District following receipt of the withdrawing member's notice of intent to withdraw, such notice having not been rescinded.

(C) Commissioner's Approval

Consistent with 603 CMR 41.03(2) the withdrawal of any member requires the approval of the Commissioner of Education, and all requisite approvals must be obtained no later than the December 31 preceding the July 1 effective date of withdrawal.

(D) Amendment to Agreement

The withdrawal of a member which occurs consistent with this Section will, upon its completion, constitute an amendment to the Regional Agreement, regardless of the fact that said amendment was not processed via the procedure contained in Article VII.

(E) Initial Procedure for Withdrawal

Consistent with 603 CMR 41.03(2), the communities of Boxborough, Carlisle, Dover, Lincoln, Sudbury, Wayland, and Weston may withdraw from the District effective on the first July 1 after the first December 1 following the Commissioner of Education's approval of the 2016 Amended

Regional Agreement, all of the following requirements having been met by each departing member:

- (a) On or before March 1, 2016, voted by simple majority of its legislative body to confirm its commitment to withdraw from the District;
- (b) On or before March 1, 2016, voted to approve the 2016 Amended Regional Agreement;
- (c) Approval of the 2016 Amended Regional Agreement by the Commissioner of Education.

A vote by any member to adopt the 2016 Amended Regional Agreement shall also constitute approval of the withdrawal of any or all of the communities of Boxborough, Carlisle, Dover, Lincoln, Sudbury, Wayland, and Weston from the District pursuant to the Initial Procedure for Withdrawal.

The terms of School Committee members representing communities which withdraw under this Initial Procedure for Withdrawal shall end on the withdrawal date of the community which the member represents. No such community shall have any right or claim onto the assets of the District. Such communities shall continue to be responsible for their respective shares of the District's indebtedness as of the withdrawal date, except that no community withdrawing under this Initial Procedure for Withdrawal shall be responsible for District debt incurred after December 10, 2015.

SECTION X TUITION STUDENTS

(A)

The Committee may accept for enrollment in the regional district school pupils from communities other than member communities on a tuition basis. Income received by the District from tuition pupils and not previously deducted from operating costs shall be deducted from the total operating costs in the next annual budget to be prepared after the receipt thereof, prior to apportionment under Section IV to the member communities, provided that income identified as a contribution to capital costs shall be applied to the capital budget.

(B)

Subject to state law, and applicable regulations, effective June 30, 2018, it shall be the policy of the District to admit out-of-district students only based on tuitions and charges equal or greater than the District's similarly-calculated average per pupil cost for in-district communities as determined by the Committee. Exceptions to this policy may only be made by two-thirds weighted vote of the Committee. The provisions of this paragraph (B) shall not apply to incoming school choice students under M.G.L. c. 76, § 12B.

SECTION XI FISCAL YEAR

The fiscal year for the district shall run from July 1 to June 30.

SECTION XII SUBMISSION FOR APPROVAL

This Agreement shall be submitted for approval pursuant to the applicable provisions of Chapter 71 of the General Laws.

Capital Assessment Model - Appendix A

50% ENROLLMENT - 34% CHAPTER 70 COMBINED EFFORT - 1% EACH MEMBER CAPITAL BASE CONTRIBUTION									
Member Districts	Enrollment Basis			Chapter 70 - Combined Effort Basis			Capital Base Contribution Basis		
	4 Yr. Rolling Ave. Enrollment - Debt/Capital Assessment	FY16 Debt/Capital Assessment Share	Enrollment - 4 year rolling Average	Per Pupil Cost	Combined Effort Capital Assessment Share	Chapter 70 - Combined Effort	Per Pupil Cost	Capital Base Contribution	Per Pupil Cost
Acton	25.5	6.67%	\$33,344	\$1,308	4.29%	\$14,562	\$572	\$10,000	\$392
Arlington	135.25	35.37%	\$176,855	\$1,308	34.58%	\$117,614	\$870	\$10,000	\$74
Belmont	29	7.56%	\$37,921	\$1,308	8.22%	\$27,933	\$963	\$10,000	\$345
Bolton	9.75	2.55%	\$12,749	\$1,308	1.80%	\$6,128	\$828	\$10,000	\$1,028
Boxborough	4.5	1.18%	\$5,884	\$1,308	0.88%	\$3,315	\$737	\$10,000	\$2,222
Carlisle	8.5	2.22%	\$11,115	\$1,308	2.59%	\$8,816	\$1,037	\$10,000	\$1,176
Concord	10.25	2.68%	\$13,403	\$1,308	4.30%	\$14,603	\$1,425	\$10,000	\$976
Dover	2	0.52%	\$2,515	\$1,308	1.11%	\$2,759	\$1,890	\$10,000	\$5,000
Lancaster	29.75	7.78%	\$38,902	\$1,308	4.59%	\$15,620	\$958	\$10,000	\$336
Lexington	48.375	12.13%	\$60,541	\$1,308	13.17%	\$44,788	\$966	\$10,000	\$216
Lincoln	5.75	1.50%	\$7,519	\$1,308	3.06%	\$10,411	\$1,811	\$10,000	\$1,739
Needham	26.75	7.00%	\$34,579	\$1,308	8.31%	\$28,260	\$1,058	\$10,000	\$374
Stow	19.5	5.10%	\$25,499	\$1,308	3.59%	\$12,194	\$925	\$10,000	\$573
Sudbury	20.75	5.43%	\$27,133	\$1,308	4.86%	\$16,508	\$796	\$10,000	\$482
Wayland	5.25	1.37%	\$6,885	\$1,308	1.87%	\$5,353	\$1,212	\$10,000	\$1,905
Weston	3.5	0.92%	\$4,571	\$1,308	2.59%	\$9,101	\$2,600	\$10,000	\$2,827
Total	382.4	100.00%	\$500,000	\$1,308	34%	\$340,000	\$2,600	\$160,000	\$1,000,000

Capital Allocation			
Debt Service	Enrollment	Combined Effort	Capital Base Con.
Principal & Interest	50.0%	34.0%	16.0%
Total Debt Service	\$1,000,000	\$340,000	\$160,000

Calculation Factor - Capital Base Contribution 1.00%

Enrollment- Based on 4 year Rolling Average									
	Enrollment			Enrollment			Enrollment		
	Count as of October 2015	Count as of October 2014	Count as of October 2013	Count as of October 2012	Count as of October 2011	Count as of October 2010	Count as of October 2009	Count as of October 2008	Count as of October 2007
Acton	31	25	153	125	9	5	4.5	4.5	4.5
Arlington	117	146	133	135.3	29.0	29.0	29.0	29.0	29.0
Belmont	25	29	30	31	9	9	9.8	9.8	9.8
Bolton	9	10	11	11	5	5	5.5	5.5	5.5
Boxborough	5	4	4	4	4	4	4.5	4.5	4.5
Carlisle	5	8	12	12	7	7	7.5	7.5	7.5
Concord	15	12	7	7	7	7	7.5	7.5	7.5
Dover	2	3	1	2	2	2	2.0	2.0	2.0
Lancaster	39	32	25	22	22	22	23.8	23.8	23.8
Lexington	44	41.5	47	47	53	53	46.4	46.4	46.4
Lincoln	10	4	5	4	4	4	5.8	5.8	5.8
Needham	24	22	34	24	27	27	26.8	26.8	26.8
Stow	13	19	22	25	25	25	19.5	19.5	19.5
Sudbury	25	24	19	15	15	15	20.8	20.8	20.8
Wayland	2	3	7.5	8.5	8.5	8.5	5.3	5.3	5.3
Weston	4	3	4	3	3	3	3.5	3.5	3.5
Total	371	395.5	407.5	365.5	382.4	382.4	382.4	382.4	382.4

FOOTNOTES:

Debt Service assumes annual payment of \$1,000,000 in Principal and Interest.
Four Year Rolling Average is based on Minuteman School District - High School enrollment only as of October 1st. Minimum of 1 students per member district.
Ch. 70 Combined Effort data was based on the FY16 Chapter 70 Aid and Net School Spending Requirements dated July 17, 2015.

Calculation Factor - Ch. 70 Combined Effort Capital Allocation									
	Enrollment			FY16 Total			TOTAL - Combined		
	4 year Rolling Average	FY16 Total Enrollment	MM Enrollment + Community Foundation Enrollment	FY16 Total Enrollment	Combined Effort Yield	MM Enrollment + Community Foundation Enrollment	Enrollment	Enrollment	Enrollment
Acton	25.5	4,742	0.54%	34,951,499	188,005	34,951,499	188,005	4.28%	4.28%
Arlington	135.3	5,476	2.47%	61,393,360	1,515,335	61,393,360	1,515,335	34.59%	34.59%
Belmont	29.0	4,186	0.89%	51,981,615	360,121	51,981,615	360,121	8.22%	8.22%
Bolton	9.8	1,021	0.95%	8,270,398	78,978	8,270,398	78,978	1.86%	1.86%
Boxborough	4.5	855	0.54%	7,931,428	42,744	7,931,428	42,744	0.96%	0.96%
Carlisle	8.5	954	0.89%	12,756,843	113,660	12,756,843	113,660	2.58%	2.58%
Concord	10.3	9,016	0.34%	55,415,933	188,333	55,415,933	188,333	4.30%	4.30%
Dover	2.0	1,133	0.18%	27,457,742	48,469	27,457,742	48,469	1.11%	1.11%
Lancaster	29.8	1,014	2.93%	6,853,926	201,362	6,853,926	201,362	4.59%	4.59%
Lexington	46.4	6,894	0.87%	86,840,064	577,434	86,840,064	577,434	13.17%	13.17%
Lincoln	5.8	887	0.85%	20,706,463	134,230	20,706,463	134,230	3.06%	3.06%
Needham	26.8	5,369	0.50%	73,420,615	364,347	73,420,615	364,347	8.31%	8.31%
Stow	19.5	1,308	1.49%	10,545,096	157,209	10,545,096	157,209	3.59%	3.59%
Sudbury	20.8	4,168	0.90%	42,729,400	212,896	42,729,400	212,896	4.86%	4.86%
Wayland	5.3	2,625	0.20%	41,019,010	82,038	41,019,010	82,038	1.87%	1.87%
Weston	3.5	2,252	0.16%	75,498,814	117,338	75,498,814	117,338	2.69%	2.69%
Total	382.4	45,898	13.70%	616,771,905	4,383,451	616,771,905	4,383,451	100.00%	100.00%



Town of Arlington, Massachusetts

MMA Annual Town Report Award

Summary:

Geoffrey C. Beckwith, MMA Exec Director

ATTACHMENTS:

Type	File Name	Description
▢ Reference Material	MMA_CR.pdf	Letter from Geoffrey Beckwith



**MASSACHUSETTS
MUNICIPAL
ASSOCIATION**

ONE WINTHROP SQUARE, BOSTON, MA 02110

617-426-7272 • 800-882-1498 • fax 617-695-1314 • www.mma.org

Wires. Reg. 1/11/15

December 28, 2015

Board of Selectmen
Town of Arlington
730 Massachusetts Avenue
Arlington, MA 02476

Dear Members of the Board of Selectmen,

Congratulations! The Town of Arlington is being recognized with an award certificate for placing among the top three municipalities in Category 1 (population 12,500 plus) of the MMA's Annual Town Report contest. Town Reports serve to communicate important information to town residents, and promote an understanding of and involvement in local government. The MMA applauds your efforts in making this publication an effective tool for your community. The independent judging process has been completed and the results of the contest are attached.

We will present the award certificates to the award winners at the President's Reception and Awards Ceremony as part of the MMA's 2016 Annual Meeting and Trade Show at the Hynes Convention Center and Boston Sheraton Hotel. The awards ceremony and reception will be on Saturday, January 23, 2016 at 6:00 p.m. in the Constitution Ballroom of the Boston Sheraton Hotel. This reception will also recognize the winners of the Kenneth E. Pickard Municipal Innovation Award and Municipal Website Awards.

The MMA thanks Rene Wood and Tom Sharp who served as the judges for the contest. Rene is a former Selectman in the Town of Sheffield and Tom is a former Town Administrator in the Town of Erving.

We hope that you will be able to join us at this ceremony honoring your community's achievement. Please contact Victoria Sclafani at 617-426-7272 x161 or vsclafani@mma.org if you are able to attend, and let her know which representatives from your community will be there to accept the award. In addition, if you are interested in purchasing tickets for the Saturday Night Banquet, tables close to the entertainment can be reserved upon request for all winning communities.

Again, we congratulate you on an outstanding annual report and look forward to seeing you at the Annual Meeting and Trade Show. If you have any questions or ever need assistance, please do not hesitate to call us at any time.

Best wishes for a happy and healthy New Year.

Sincerely,

Geoffrey C. Beckwith
Executive Director



**2016 Annual Meeting & Trade Show
Town Report Contest**

Winners by Category

Category 1: Population 12,500 plus

1. Town of Chelmsford
2. Town of Barnstable
3. Town of Arlington

Category 2: Population 5,000-12,499

1. Town of Topsfield
2. Town of Ashburnham
3. Town of Adams

Category 3: Population 4,999 and under

1. Town of Lanesborough
2. Town of Edgartown
3. Town of Truro

Contest Judges: Rene Wood and Tom Sharp



Town of Arlington, Massachusetts

Housing Plan Public Meeting, Tuesday, February 2

Summary:

Laura Wiener, Acting Director of Planning

ATTACHMENTS:

Type	File Name	Description
▢ Reference Material	Planning_Dept._CR.pdf	Memo from Dept. of Planning & Community Development



TOWN OF ARLINGTON

MASSACHUSETTS 02476

781 - 316 - 3090

DEPARTMENT OF PLANNING and COMMUNITY DEVELOPMENT

MEMORANDUM

To: Board of Selectmen
Adam Chapdelaine, Town Manager
From: Laura Wiener, Acting Director of Planning *LW*
Date: January 6, 2016
RE: Public Meeting, Housing Plan

I am writing to invite you to an upcoming Public Forum on Housing, on Tuesday February 2 at 7 pm in the Senior Center Main Room. A flyer is attached.

The Master Plan recommended that the Town update its Housing Plan, last completed in 2004. The Planning Department applied for a state grant called Planning Assistance Toward Housing (PATH) and received \$15,000 to hire a consultant to develop a Housing Production Plan. In August, a Housing Plan Advisory Committee was appointed by the Redevelopment Board. Soon thereafter, the Metropolitan Area Planning Council (MAPC) was chosen to conduct the study. The process began in October, and must be complete by June 30, 2016, as a requirement of the grant. When it is complete it will need to be considered and endorsed by your Board.

The planning process includes two public meetings for community participation. The first meeting, scheduled for February 2, is to gather community input on housing needs, and to help create goals for the future. The consultants will share their findings on demographics, housing needs and demand, and challenges in Arlington. The second public forum will be in the spring, and will present draft recommendations for programs and projects to address the Town's housing needs.

We hope you will consider attending this public meeting. We value your unique knowledge and perspective on this issue. When the process is complete, a draft final plan will be coming to the Board for your consideration and adoption, as required by the State.

Housing Production Plan PUBLIC FORUM



Tuesday, February 2

Senior Center, Main Meeting Room
20 Academy Street/27 Maple Street in Arlington
7:00pm – 9:00pm

Provide your input to help shape Arlington's future vision, housing goals, and policies!

Join the Town of Arlington, Metropolitan Area Planning Council, and JM Goldson for a highly-interactive forum facilitated by planning consultant, Jennifer Goldson, to learn about and provide your input into the Arlington Housing Production Plan.

At the forum you will:

- Learn about Arlington's housing needs, demand, opportunities and challenges
- Help to create a housing vision that will address market-rate and affordable housing production and development

Snow Date: February 9
For more information, please contact
Laura Wiener at (781) 316-3091 or
lwienner@town.arlington.ma.us



J M Goldson

community preservation
+ planning



Town of Arlington, Massachusetts

Requesting Crosswalk @ Intersection of Warren Street and Beacon Street/Wyman Street

Summary:

James McSwiggen, PhD, 15 Beacon Street

ATTACHMENTS:

Type	File Name	Description
▣ Reference Material	McSwiggen_e-mail_CR.docx	e-mail from J. McSwiggen

From: James McSwiggen <mcswigj@comcast.net>

To: <mkrepelka@town.arlington.ma.us>

Date: Mon, 04 Jan 2016 19:30:49 -0500

Subject: Crosswalk at Beacon & Warren

Dear Marie,

Could you please forward this email on to one of the Arlington selectmen? I tried writing to Arlington Public Works department, but they replied that I should write to the selectmen instead. I find it strange that they didn't just forward the message, and I'm not sure whether one particular representative should get the email. I'm hoping you will know.

I am writing to request that crosswalk stripes be added the intersection of Warren Street and Beacon Street/Wyman Street in Arlington. Warren Street has become a very busy road at many times of the day—especially during rush hour—and cars rarely slow down or yield for pedestrians trying to cross the street. The nearest crosswalks on Warren are two long blocks away to the southeast and four blocks to the northwest, far further than a pedestrian should have to walk in order to cross the street. There is a crosswalk already on Broadway and Wyman—one block to the southwest—but Broadway is a much less busy street compared to Warren, and Beacon is very busy as an access street between Warren and Mystic.

The main reason for requesting a crosswalk at this intersection is that there is a lot of pedestrian traffic here. The intersection is home to a convenience store, beauty salon, dance school, and soon to a doggy daycare. The dance studio is particularly concerning because of the large number of young children who attend lessons at the school. Lesson times seem to coincide with the afternoon rush, so there are the combined dangers of rush-hour traffic, parents trying to drop off or pick up their kids, and young pedestrians at the intersection all at the same time. The additional parked cars at this time of day make it more dangerous even for those of us who are adults and are out walking in this area.

I do a lot of walking around Arlington. I can't think of very many intersections that need a crosswalk more than this intersection. I hope you will be able to honor this request.

Sincerely,

-- Jim

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